

File ID: 2024-01927

12/10/2024

Cooperative Contracts for Janitorial Supplies (Citywide) [Published for 10-day Review on 11/27/2024]

File ID: 2024-01927

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or the City Manager's designee to execute six contracts for \$250,000 each for the purchase of janitorial supplies and equipment; Contract No. PRC003291 Abe Janitorial Supply, Contract No. PRC003292 HD Supply, PRC003293 Imperial Bag & Paper, PRC003294 Staples, PRC003295 Veritiv, and PRC003296 Waxie Sanitary Supply.

Contact: Gary O'Neill, Contract and Compliance Specialist, 916-808-7432, goneill@cityofsacramento.org; Dayana Reyes Zanaska, Procurement Manager, 916-808-5524, dreyeszanaska@cityofsacramento.org; Department of Finance

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-PRC003291 Abe Janitorial Supply cooperative contract
- 3-PRC003292 HD Supply cooperative contract
- 4-PRC003293 Imperial Bag & Paper cooperative contract
- 5-PRC003294 Staples cooperative contract
- 6-PRC003295 Veritiv cooperative contract
- 7-PRC003296 Waxie Sanitary Supply cooperative contract

Description/Analysis

Issue Detail: The Procurement Division of the Finance Department currently offers three Citywide agreements to departments for the purchase of janitorial supplies. The contracts expire on December 31, 2024. It was determined that a Request for Qualifications process utilizing existing cooperative contracts that were competitively solicited by other government agencies would offer the best value and the widest inventory to the departments.

Request for Qualifications (RFQual) No. Q25061521002 was issued by the City on 9/17/2024. The deadline to submit a Statement of Qualifications (SOQ) was 10/17/2024.

- Notifications were sent via PlanetBids to 290 potential suppliers
- The RFQual was viewed by 58 prospective suppliers
- SOQs were submitted by 13 prospective suppliers

The SOQs were reviewed and scored based upon criteria detailed in the RFQual. The rankings, prospective suppliers' name and location, scores, and cooperative contract information are as follows:

- 1 - Imperial Bag & Paper Co., LLC** of Loma Linda, CA
Piggybacking on Equalis Group contract no. R10-1138A
Contract expires 8/31/2027
- 2 - Waxie's Enterprises, Inc.** of West Sacramento, CA
Piggybacking on Omnia Partners contract no. 152610
Contract expires 5/31/2027
- 3 - Abe Janitorial Supply, Inc.** of Sacramento, CA
Piggybacking on PCA Purchasing contract no. PCA OD 305-20
Contract expires 5/5/2025
- 4 - Staples Business Advantage** of Sacramento, CA
Piggybacking on Sourcewell contract no. 101320-Sc
Contract expires 11/16/2025
- 5 - Veritiv Operating Company** of West Sacramento, CA
Piggybacking on KPN Keystone Purchasing Network contract no. KPN-202007-02A
Contract expires 6/30/2026
- 6 - Home Depot U.S.A., Inc.** of Sacramento, CA
Piggybacking on Omnia Partners contract no. 22-07
Contract expires 10/31/2025

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 Procurement.

The Sacramento City Code Section 4.04.020 and the City 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 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on November 27, 2024, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of supplies and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

Sustainability: The recommendations in this report are in accordance with the provisions of the Sustainable Purchasing Policy.

Commission/Committee Action: None.

Rationale for Recommendation: The RFQual stated that it was the intention to award contracts to the top three or four ranked prospective suppliers. However, due to there being only a two-point separation between fourth and sixth place, it is recommended that contracts be awarded to the top six prospective suppliers. Seven SOQs were either incomplete or scored below that of the top six and are not recommended for award. Departments will have multiple options to find the best value for their janitorial supplies and equipment needs.

The expiration dates for the contracts will vary depending on the expiration dates of the cooperative contracts. The City may choose to extend the expiration date of an agreement if the cooperative contract is extended by the cooperative agency.

Financial Considerations: Sufficient funding is available in the Fiscal Year (FY) 2024/25 approved operating budget and/or capital improvement program budgets of the departments acquiring this service. Payments after FY2024/25 are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Abe Janitorial Supply and Home Depot are LBEs.

Attachment 2 to Staff Report 2024-01927

CONTRACT #: **PRC00329**

CONTRACT NAME: **Janitorial Supplies and Equipment (Citywide)**

AGREEMENT TERM: Through 5/4/2025.

AUTHORIZED RENEWALS: City may choose to renew if the cooperative contract is renewed

LEAD AGENCY / SOURCING EVENT: City of O'Donnell, TX #OD-305.20

DEPARTMENT: Finance

DIVISION: Procurement



CITY OF SACRAMENTO ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PURCHASE AGREEMENT

The City of Sacramento ("City") and **ABE JANITORIAL SUPPLY CO.** ("Contractor"), hereby agree to these Additional Terms and Conditions ("Additional Terms"), effective January 1, 2025.

WHEREAS, Contractor entered into **Contract No. PCA OD-305-20-ATC** for janitorial supplies and equipment with **ALL THINGS CONTRACTED, LLC (aka "Triple S")**, dated May 5, 2020 ("Cooperative Contract"), in which Contractor agreed to sell **JANITORIAL SUPPLIES AND EQUIPMENT** to governmental agencies that are members of **PURCHASING COOPERATIVE OF AMERICA'S** Cooperative Purchasing Program ("Participating Public Agencies"); and

WHEREAS, the City wishes to purchase janitorial supplies and equipment, pursuant to the terms of the Cooperative Contract and these Additional Terms.

NOW THEREFORE, Contractor and the City agree as follows:

1. The City shall have all the same rights and obligations as **PURCHASING COOPERATIVE OF AMERICA** under the Cooperative Contract. The terms of the Cooperative Contract shall apply to purchase orders and shall control over any contrary terms included in quotations or purchase orders.
2. Contractor agrees that in-stock supplies or equipment shall be delivered to the City no later than **One (1) Day** after receipt of the order. Contractor will notify the City Buyer in writing if supplies or equipment that they are ordering are not in stock and will give a written estimate of the price, including shipping charges, and the anticipated delivery date to the City.
3. 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 contract supplement and bind Contractor to the terms hereof.
4. 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 required under the Agreement, as supplemented and modified by these Additional Terms.

May 5, 2020

All Things Contracted, LLC
Janis Orman, Owner-President
19280 W. Adams St
Buckeye, AZ 85326
janis@allthingscontracted.com



Subject: PURCHASING COOPERATIVE OF AMERICA CONTRACT AWARD LETTER
PCA OD-305-20 Janitorial Products, Equipment, and Related Items

Dear Ms. Orman,

Congratulations! The City of O'Donnell has awarded your company a contract for the above-referenced solicitation. Your contract number will be the same as the solicitation number: PCA OD-305-20. The contract number is to be on all Invoices for proper reporting.

You are responsible for keeping PCA up to date with your current contact information and for submitting monthly reports. For months with inactivity, complete the company/contact information and simply input 'No Activity'. We send out the Members list monthly, in response to your organization emailing the monthly report.

The contract is effective for the dates on the Contract Acceptance and Signatures Page and may be renewed up to four (4) additional years; unless notified otherwise, the renewal will be automatic. For any inquiries about your contract, please contact pcamerica@pcamerica.org & we will assist you!

We will contact you for an orientation meeting and for content for your vendor page on the PCA web site. PCA looks forward to working with you!

Sincerely,

Kim Parker, Mayor
City of O'Donnell

The award packet includes:

- Award Letter
- Signed Contract Acceptance and Signatures Page
- Tab 3 Contract: Instructions for Monthly Report and Administrative Fee
- Monthly Report Form & Form Instructions

Form B – Contract Acceptance and Signatures

Must be signed at Submission of Proposal

Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: All Things Contracted, LLC

Address: 19280 W. Adams St

City/State/Zip Code: Buckeye, AZ 85326

Phone: 901-605-9371 Email: janis@allthingscontracted.com

Janis Orman 04/14/2020
Authorized Company Signature Date

Printed Name, Title: Janis Orman Owner-President

Acceptance by Awarding Agency

Term of Contract 5/5/20 to 5/4/21

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Km Parker 5/5/20
Awarding Agency Authorized Signature Date

Printed Name: Km Parker

Enter Keywords

SEARCH

MEMBERS

VENDORS



All Things Contracted, LLC (Triple S)

Awarded Contracts

- **PCA OD-305-20 ATC-TS – Janitorial Products, Equipment, and Related Items**
 - Awarded: May 5, 2020 Ends: May 4, 2025

Contacts:

JANIS ORMAN
PH: 901-605-9371
email: Janis@allthingscontracted.net

DAN WAGNER
PH: 630-440-0800
email: dwagner@triple-s.com

Members put “PCA OD-305-20-ATC-TS” on your P.O. & Invoice or add your distributor's name at the end: PCA OD-305-20-ATC-TS-xxx

All Things Contracted and **Triple S** have partnered to provide you with a single source for all your cleaning, janitorial and safety product needs. Whether you are a K-12 school, higher education institution, government agency, hospitality, or healthcare organizations, we are here to help you achieve your goals, especially as they relate to going green and sustainability. ATC and Triple S are backed by three regional distribution centers, 175 locations across the U.S., and more than 1,200 people to support your needs with trusted brands. Local experts are on hand to assist you with

- Education & training
- Going Green & Sustainability
- ROI Analysis
- Site Surveys & Assessments
- Equipment maintenance and repair
- Work Loading & Staffing Optimization
- Achieving positive and measureable business outcomes

We are focused on providing the best outcome at the lowest total cost!

Products: for more information, please go to the website

- paper and paper products, paper towels, tissue wipes, etc.
- a full range of janitorial/cleaning supplies and equipment is available
- Green Certified Products and supplies
- Serving the U.S. and Canada



Please click on the logo to go directly to company's site.

All Things Contracted. LLC

9990 Parker Lake Circle
Navarre, FL 32566
PH: 901-605-9371

Triple S, Inc.

2 Executive Park Drive
Billerica, MA 01862
800-323-2251

QUICK LINK

- | | |
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| Contracts/Vendors/Items | Members |
| Solicitations | FAQs |
| Forms | Contact Us |

PURCHASING COOPERATIVE OF AMERICA
OD-305-20 Janitorial Products, Equipment, and Related Items

Monthly Vendor Reporting

Vendor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders and Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all Members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order with scheduled start and completion date, Purchase Order number, Member name, city/town, and Purchase Order total dollar amount. The monthly report shall also include an overview of pending projects and purchase/job orders.

After a PCA Member signs a Purchase Order, the awarded Vendor shall submit a copy of the Purchase Order and/or supplemental agreement, if any, to PCA along with the mandatory monthly report with any change orders made prior to project completion.

Reports shall be submitted in Excel format to Purchasing Cooperative of America at 11811 North Freeway, Suite 500, Houston, TX 77060, or electronically to Reports@pcamerica.org. The Monthly Report Form is at www.pcamerica.org on the Forms Tab. Copies of signed purchase orders and supplemental contracts shall be turned into PCA along with the Monthly Report.

Administration Fee

- PCA Administrative Fee stated in the solicitation will be based on total sales made through this Contract.
- Vendor shall honor and pay the Administration Fee for any sales resulting from this Contract that occurred within **thirty (30) days** at the completion of on-going work.
- Vendor shall pay PCA the contracted fee for monthly progress payments and/or at project completion within **thirty (30) days**.
- Failure to pay the Administrative Fee in a timely manner may result in Vendor's breach of this Contract and may result in suspension or termination of this Contract.
- In the event that Vendor's contract expires or is terminated, Vendor agrees to pay the Administrative Fee for any projects extending beyond the expiration or termination date as those Purchase/ Delivery/Job Orders received prior to the expiration or termination are completed within **thirty (30) days** of the project or purchase order close out.
- Vendor must maintain a good record for compliance under the contract, timely reporting, and prompt payment of Administrative Fees.
- Vendor shall make the check payable to "Purchasing Cooperative of America"; and send check to Purchasing Cooperative of America, Suite 500, 11811 North Freeway, Houston, TX 77060.
- If convenient for the Vendor, the check may be mailed with the monthly report

The Administrative Fee for this solicitation is two (2) percent, unless otherwise stated in Tab 6 Pricing.

Additional Fees and Reporting Information

Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested and Vendor agrees, Vendor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA as a requirement under *Section 791 of the Texas Government Code*. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements. Some non-Texas Governmental Jurisdictions do not require an Interlocal Governmental Contract and may join PCA without one by signing up on line.

If this contract is adopted by another cooperative or entity, the Awarded Contractor (Vendor) for this contract is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's Members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.



11811 North Freeway, Suite 500
Houston, Texas 77060
PH: (281) 591-4707
www.pcamerica.org

PCA is issuing this RFP on behalf of PCA Awarding Agency and PCA Members

RFP # OD-305-20

Request for Proposal

For

JANITORIAL PRODUCTS, EQUIPMENT, AND RELATED ITEMS

Submittal Deadline and Public Opening:

TUESDAY, APRIL 21, 2020 AT 11:00 AM CT

All proposals required to be submitted by the date and time above.
Bonfire electronic bidding software will lock down on this date/time.

**Questions regarding this RFP must be submitted in Bonfire
and are answered electronically. The deadline for all questions
is five (5) days prior to the submittal deadline.**

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TAB 1 – NOTICE OF INTENT

City of O'Donnell ("Awarding Agency"), located at 615 8th Street, O'Donnell, Texas 79351, an agency of the State of Texas, is awarding this contract for use by all current and future PCA Members.

Contract(s), if any, awarded as a result of this solicitation will be available for use by PCA Members to access on an "as needed" basis from a list of contracts that have been competitively procured and awarded to Vendors by the Awarding Agency.

PCA is soliciting Vendors to provide Janitorial Products, Equipment, and Related Items. The initial term of the contract is a period of one (1) year with four (4) subsequent one (1) year automatic renewals unless terminated by the parties as allowed under this contract. Companies are expected to be experienced and qualified in providing these services to PCA Members using a PCA contract that can be used either on a national, statewide, regional or local basis.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

Awards will be made to the successful proposer(s) for the total line of services submitted. Awards will be based on the criteria set forth within this document.

Local Vendors Encouraged to Respond – All States

PCA encourages local and regional Vendors to respond and provide service to school districts and local governmental agencies throughout Texas and other states.

Benefits of a PCA Contract Award

The benefits of a PCA contract award are:

- Multi-year contracts,
- Comprehensive contracts, and
- Fair and open competition

Interlocal Contracting Authority

PCA Members may access these contracts under *TEX. GOV'T. CODE, Title 7, Intergovernmental Relations, Chapter 791, Subchapter C* in Texas and similar joint powers codes in other states, such as *State of Arizona Statutes, Title II, Chapter 7, Intergovernmental Operations, Article 3, Joint Exercise of Powers; State of New Mexico Statutes, Chapter 11, Intergovernmental Agreements and Authorities, Article 1, Joint Powers Authority; State of Louisiana Title 39, Subtitle 111, Chapter 17, Part VII and Title 38 Public Contracts; State of Arkansas, Title 19, Chapter 11, Sub-chapter 2 – Arkansas Procurement Law*, and other states. *State of Oklahoma, Title 74 State Government, Chapter 31 Interlocal Cooperative Act.*

Other states' joint powers codes may be found listed on the PCA website: www.pcamerica.org

Applicable Laws, Codes and Regulations

PCA procurement procedures meet the following statutes as well as the applicable *Federal Acquisitions Regulations (FAR & DFAR)* by reference to meet the requirements of Federal Agencies and federally funded programs and grants.

TEX. EDUC. CODE § 44.031(a)(4) "...all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$150,000 or more in the aggregate

for each 12-month period shall be made by the method...that provides the best value for the district [including] an interlocal contract...”

TEX. EDUC. CODE § 51.9335(a)(4) “...each institution of higher education, as that term is defined by *Tex. Educ. Code § 61.003*, including each public junior college to the extent possible, “may acquire goods or services by the method that provides the best value to the institution, including...a group purchasing program.”

TEX. EDUC. CODE § 73.115(a)(4) “...University of Texas at El Paso “may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program.”

TEX. EDUC. CODE § 74.008(a)(4) “...University of Texas Medical Branch at Galveston “may acquire goods or services by the method that provides the best value to the medical branch, including...a group purchasing program.” Other Texas Universities are also covered under Texas Codes with the same text.

TEX. LOCAL GOV'T. CODE Chapter § 271, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments.

TEX. LOCAL GOV'T. CODE Chapter § 262, Purchasing and Contracting Authority of Counties.

24 C.F.R. 85.36(b)(5) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. “To foster greater economy and efficiency, grantees and sub-grantees [of federal funds/grants] are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.” (In Texas, applies only to Texas Tribal Governments.)

Information regarding local, state, federal, and Indian Government agencies that can use this solicitation, once awarded as a contract, can be found on <https://www.usa.gov/state-tribal-governments>. All state agencies in www.usa.gov are included by reference.

FEMA Requirements, If Applicable

A non-Federal entity receiving Federal funds, such as a Public Assistance award to restore a damaged building, must comply with the conditions attached to the grant. A non-Federal entity must comply with the procurement requirements imposed by Federal law, executive orders, and Federal standards and regulations, as these exceed the authority over non-Federal requirements, such as local or state procurement standards to the extent they conflict with Federal requirements. A non-Federal entity must not make any award or permit any award at any tier to parties listed on the government-wide exclusions in the System for Award Management (SAM), which can be found at www.sam.gov. In response to this requirement, PCA requests that Form J in TAB 4 be signed and dated.

Responsibility to Know and Follow State and Local Laws

It is the responsibility of the Vendor and Member to be sure all state purchasing laws/requirements are met in the jurisdiction where they are operating.

All Local Governments, Municipalities, Counties, K-12 Schools, higher education, state and federal agencies may use this contract when awarded. Each jurisdiction is subject to its own and members' requirements. The use of this contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

All Vendors shall also be familiar with Arizona Statutes and shall adhere to these requirements under this contract when working in Arizona, and adhere to other state's statutes, as appropriate.

PCA Members are responsible for ensuring that they are NOT engaged and doing business with any contractor doing business with those individuals, entities or countries sanctioned by the U.S. Government. Effective February 1, 2017, each new PCA contract for the procurement of goods or services includes a clause that requires the contractor to certify that the contractor does not have scrutinized business operations with any countries sanctioned by the U.S. Government. Also, if the contractor subsequently does business in/with a country that is sanctioned by the U.S. Government, the contractor will immediately notify the PCA Member.

If successful in being awarded a contract, Vendor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. Vendor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work. All documents prepared, along with manufacturer's data sheets and spec sheets, shall be submitted for review and approval by authorities having jurisdiction.

Specific applicable sections of federal and state statutes, procedures, or regulations, as well as local requirements, may be added as a Supplemental Contract or on the Purchase Order being issued under this contract as deemed necessary and jointly agreed to by PCA Member and Awarded Contractor.

USMCA and PCA Contracts

Known in the United States as the United States–Mexico–Canada Agreement (USMCA); in Canada, it is officially known as the Canada–United States–Mexico Agreement (CUSMA) in English and the *Accord Canada–États-Unis–Mexique* (ACEUM) in French; and in Mexico, it is called the *Tratado entre México, Estados Unidos y Canadá* (T-MEC).

USMCA allows the United States, Mexico and Canada to contract to buy and sell goods and services. The uniqueness of any contract or how it may be procured is not specified under the provisions of the treaty. It is therefore left to the laws of each of the signatories. Contracts can be accessed through PCA if the U.S., Mexican or Canadian entity involved has the statutory authority and requests its use.

Several Canadian provinces have written into their Joint Powers Statutes the ability for their agencies to exercise mutual joint powers and cooperative agreements. Similarly, the Government of Mexico, its departments and agencies, may be able to sign an intergovernmental contract with PCA for the use of PCA contracts. An intergovernmental contract is not required by PCA or State of Texas.

U.S., Canadian and Mexican entities will know their own contracting requirements and laws governing the use of PCA contracts and the purchasing and the expenditure of funds by their individual agencies.

Future trade agreements replacing, modifying, or superseding USMCA may also be used when ratified, as allowed by the signatories.

INTRODUCTION

PCA Membership

PCA Awarding Agencies which are agencies of the state of Texas may enter into agreements with governmental entities of other U.S. States, U.S. Territories, Canada and Mexico as allowed and approved by their laws and local jurisdictions. All entities wishing to join PCA to access PCA contracts must know their federal, state and/or local requirements.

A government agency that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive quotes for the purchase of products and services.

By using PCA, eligible entities can provide the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the time and cost of performing the procurement process. This PCA Contract will allow agencies to purchase on an “as needed” basis from a competitively awarded contract.

PCA Membership is open to public and private schools including independent school districts and charter schools, education service centers, colleges, universities, municipalities, counties, political subdivisions, federal agencies, other governmental agencies, and non-profit entities, throughout the United States and its territories that follow local governing authority allowing them to utilize contracts procured by PCA and administered by Awarding Agency, pursuant to the *TEX. GOV'T. CODE §791, Interlocal Cooperation Act*, and *TEX. LOCAL GOV'T. CODE, Chapter 271, Subchapter F*, and similar statutes in other states.

Vendors are responsible for signing up Members with PCA. Members benefit by having a multi-year contract and by saving the time and expense of developing solicitations and evaluating responses from numerous vendors.

The specific scope of work for each purchase order shall be determined in advance and in writing directly between the Member and the Vendor.

Financing of PCA

There is no PCA membership fee to join PCA. The total cost of the PCA program is funded through an administrative fee paid by Vendors based on a percentage of Vendor gross sales, less expenses for special insurance, taxes, etc. or as otherwise stated in the contract. The Vendor pays the applicable administrative fee to PCA as progress payments are received, if applicable, or upon receipt of final payment.

PCA will provide limited oversight in assisting Vendors in marketing to PCA Members, training (education), and provide, at a minimum, an annual review of each Vendor. These services will be paid for out of the administrative fee. PCA will not market or sell directly for Vendors.

Purchasing Process Using PCA Contracts (Reference “Records Retention” and “Right to Review, Audit and Inspect” in Terms and Conditions)

Contracts are awarded by PCA's Awarding Agencies' Board, Council or other approving Authority following open competition in compliance with all applicable Texas procurement rules and regulations.

PCA Members send their Purchase Orders, with the PCA Contract Number referenced, directly to the Vendor. The Vendor delivers products/services to the Member and then invoices the Member. The Vendor sends monthly reports, listing current active purchase order details; and projects/purchases under discussion but not yet approved.

When invoiced payments are received by Vendor/Contractor, the administrative fees are paid to PCA with copies of relevant P.O.s, work orders, or other authorized documents. If monies are received for progress payments or open purchase order payments, administrative fees based on those receipts are also paid to PCA at the time of receipt. At the conclusion of purchase or service when Final payments for open purchase orders are paid, the admin fee is paid and monthly report states final payment.

PCA also requests its Members to send a completed copy and any updates, change orders, work orders, that have been issued to the contracted Vendor for PCA records. PCA does not need to approve them. All purchasing negotiations and bids are decided between the Member and the Vendor/contractor with the Contract Number noted on all approved, and signed purchase documents. Online purchases and web purchases need to be copied and forwarded to pcamerica@pcamerica.org.

Copies of purchase orders and other approved work or purchase documents are part of due diligence as extensions of the awarded contract and allow the Member entity to pass audits. It is in the interest of both

parties to have all purchasing documents properly issued; including the contract number noted on the documents, with proper signatures/approvals and dates. PCA is not responsible for sales or loss of monies that have not been properly allocated for purchase under State and/or Federal Laws.

Maximum Annual Aggregate of the Contract

In compliance with *TEX. GOV'T. CODE §2269.403(b)*, PCA is establishing the maximum annual aggregate contract price for each of the contracts awarded pursuant to this solicitation for the PCA cooperative program at \$30 million in aggregate per Member per year. The amount may be increased at each of the contract renewal periods or at the request of the Vendor or Member and based upon project requirements. Please contact PCA for the template and instructions for contract amendment requests.

TAB 2 - INSTRUCTIONS TO VENDORS

To qualify for evaluation, a proposal must be submitted on time and must materially satisfy all mandatory requirements identified in this solicitation. Vendors must follow the format instructions detailed below in preparing their proposals.

Vendors shall submit proposals electronically in the Bonfire system. The Vendor is responsible for supplying the company legal name, the DBA ("Doing Business As") if different from legal name, names of authorized representatives, and contact information in their response for the purpose of receiving notices, changes, addenda or other critical information.

Electronic Solicitation Response and Submission

PCA uses the Bonfire Interactive Ltd eProcurement system for submitting responses to solicitations. **PCA will no longer accept hardcopy responses for any solicitations.**

Questions regarding the Bonfire application will be answered by Bonfire support personnel. Questions regarding the solicitation will be published on Bonfire and an email will be forwarded to all potential submitters who have downloaded the solicitation. Further instructions are available on the Solicitations Tab at the PCA website www.pcamerica.org or in the Messages area in Bonfire. **Questions can be submitted up to five (5) days in advance of the deadline.**

Vendors are responsible for reading and understanding the entire solicitation and to fully inform themselves as to the terms, conditions, requirements and specifications of this solicitation before submitting a response. Failure to do so will be at the respondent's own risk. The law makes no allowance for errors of omission or commission on the part of the respondent; furthermore, the respondent cannot secure relief on the plea of error or ignorance concerning any requirement included in the solicitation.

Responses may be uploaded, replaced, corrected, etc. until the deadline indicated in this solicitation at which time the software will lock down the responses and no further changes or uploads may be made.

All signature documents are found in Tab 4. All documents must be signed by a company representative who is authorized to enter into contracts on behalf of the entity. The person signing the forms must also enter a printed, legible copy of the signature and indicate his/her title along with signature. Responses received without proper signature may not be considered. Electronic signatures will be accepted. Vendors should retain photocopies for their files. Failure to submit any document or information requested as part of the solicitation may result in the rejection of the entire response.

Neither Purchasing Cooperative of America nor the Awarding Agency will be responsible for technical difficulties that respondent may encounter when submitting documents electronically unless the problem is with the PCA website and/or Bonfire and uploading is not possible. Respondent must inform PCA immediately of any upload problems. The problem will be researched and notice will be placed on the website of resulting advice. If the problem cannot be fixed quickly, a deadline extension (addendum to the solicitation) may be issued and posted on the website for download and inclusion in submittal.

PCA reserves the right to query respondent(s) concerning minor discrepancies within their submittal. Exceptions to the Terms and Conditions of the contract will be discussed with the respondent and decisions to accept or reject will be considered during the review process.

PCA and Awarding Agency assume no financial responsibility for any costs incurred by Vendors in developing and submitting a response or any amendments or addenda, participating in pre-proposal meetings, in any negotiation session or discussions, or any costs incurred by Vendors pursuant to this solicitation.

Vendors that are not awarded a contract may make a written request for a meeting to discuss their submittal.

Required Format

Vendor is responsible for ensuring that PCA has the appropriate legal company name, a DBA (“Doing Business As”) if one is used, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

Vendors shall submit responses with the RFP # and Title located in the heading on the left margin on all uploaded pages. Company Name shall be in the heading on the right margin.

Uploaded documents must be in .pdf format.

There are Six (6) tabs to be used in response to the solicitation. Respondent shall upload responses into the appropriate TAB. Responses should be direct, concise, complete, and unambiguous.

Required Tabs

The entire solicitation has been provided in Bonfire for those Vendors who wish to be able to review the whole solicitation at one time without downloading individual Tabs. However, responses to the solicitation must be uploaded in Submissions separately for Evaluation Committee review. The following Six (6) tabs are required to be submitted in Bonfire in Submissions.

Tabs 1, 2, and 3 have been combined in Bonfire to facilitate download and upload for Vendor response. Download and Read each section. Upload with Vendor Response under Tab 1-3 Submissions.

Tab 1-Notice of Intent

Tab 2-Instructions, Definitions and Evaluation.

Tab 3-Contract Terms and Conditions.

(This action confirms that Vendor has read Tabs 1, 2, and 3).

Tabs 4, 5, and 6 require Vendor response for Evaluation Committee to review.

Tab 4-Signature Forms and Vendor Questionnaire/Company Profile.

(1) Download (2) Review, Sign and Date Forms (3) Complete the Questionnaire/Company Profile (4) .pdf documents (5) Upload in Submissions under Tab 4.

Tab 5-Scope and Specifications.

(1) Download (2) Create Response (3) .pdf documents (4) Upload in Submissions under Tab 5.

Tab 6-Pricing.

(1) Download (2) Create Response (3) .pdf documents (4) Upload in Submissions under Tab 6.

Large Document Submissions

Bonfire restricts individual documents larger than 1,000MB. Documents larger than the requirement will need to be segmented into smaller sizes and uploaded as separate documents. For large catalogs, Vendor in their submission may direct the Evaluation Committee to a website where the current catalog resides. If sign-in and passwords are required, Vendor must supply this information in the submission and have it active for the evaluators to access.

Addendum(s) to this Solicitation

In the event that any changes to this solicitation occur subsequent to the issuance of the original solicitation, the changes or corrections to this solicitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original solicitation or any previous addendum. Each addendum will be made available to all entities on Bonfire. PCA will attempt to notice all entities that are known to have received a copy of this solicitation. However, PCA assumes no

responsibility for ensuring that all Vendors receive notification. It is the respondent's responsibility to check the website for any possible addendums to this solicitation prior to finalizing their submission.

Purchasing Cooperative of America, acting on behalf of the PCA Awarding Agency, is the sole authority for the issuance of any addendum related to this solicitation.

Each addendum notification must be signed by Vendor's authorized representative and be uploaded into TAB 4. **If an addendum is issued, (1) read and/or download; (2) respond as necessary with proper signature(s); (3) create .pdf; (4) upload to Tab 4 in Bonfire.**

DEFINITIONS

In this solicitation and in the Contract, the following terms shall have meaning as follows:

PCA Awarding Agency - an agency of the State of Texas. All Awarding Agencies are considered members of PCA and as such, are available for using PCA contracts.

Purchasing Cooperative of America ("PCA") – a national cooperative purchasing program managing and administering innovative contracts administered by an Awarding Agency of the State of Texas.

Member(s) – including non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, local, state, federal, and other governmental entities and agencies throughout the United States and its territories that follow local governing authority allowing them to utilize contracting vehicles procured by PCA and administered by Awarding Agency, pursuant to the *TEX. GOV'T. CODE §791*, Interlocal Cooperation Act, and *TEX. LOCAL GOV'T. CODE, Chapter 271*, Subchapter F, and similar statutes in other states.

Administrative Fee ("Admin Fee"/ "Fee") – the fee paid by Vendors with awarded contracts to fund the total cost of the cooperative program. The Fee must be included in the Vendor's price (as overhead, for example) and will not be issued as a separate line item in any invoice issued to Members. Vendors must pay the Fee within thirty (30) days of the completion of any Purchase Order unless the project has progress payments in which case, the Vendor is required to pay the Fee in proportion to progress payments within thirty (30) days of the monthly report.

Best Price – Vendor's best price offered to all governmental, cooperative or retail customers.

Best Value – the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. 'Best Value' includes multiple parameters, including experience, references, quality of Vendor's products/services, and price.

Bidder, Resident and Non-resident – "Resident bidder" is a person/entity whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Non-resident bidder" is a person/entity who is not a resident of Texas. See *TEX. GOV'T. CODE §2252.001*.

Bonfire – The software application of choice for PCA is Bonfire when soliciting RFPs, RFQs, etc.

Contract – the entire agreement between the parties. (See Tab 3 - Contract Terms and Conditions)

Contract, Addendum – wording added to the original contract that was omitted, whether by mistake or by necessary change. For example, an addendum might be added to a contract to change a date or add detail regarding delivery of goods or pricing.

Contract, Amendment – a minor permanent change in a contract; i.e., a correction of an error, an addition to, deletion from, or correction or modification of an existing contract.

Contract, Supplemental – a separate, additional contract entered into between a Member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the Contract and the solicitation, including, without limitation, invoice requirements, ordering requirements, on-campus service, specialized delivery, discounted pricing, etc. Additional scope, specifications, and/or requirements agreed to by the Member and the Vendor, may be put in a Supplemental Contract or on a Purchase Order/Job Order.

Contractor – a seller/provider of goods/services; the entity/person responding to this solicitation and person(s) / entity(ies) to whom a contract has been awarded by an Awarding Agency; see Vendor.

Days – calendar days, unless specified as business days. The following are recognized holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. It is up to the Vendor to recognize holidays in the states and jurisdictions in which they work.

Delivery Order – document that defines the scope of services to be performed for the Purchase Order; specific to service contracts.

Hours, Premium – the hours not included in Regular Hours or Federal holidays. Premium Hours must be approved by the Member for each Delivery Order and noted in the Job Order Response as a line item during negotiations; overtime. Applies to Job Order Construction-type work.

Hours, Regular – the hours between 7 a.m. and 6 p.m. Monday thru Friday.

Disadvantaged Business Enterprise – local, state or Federal designation to businesses that have been deemed to be “historically under-utilized businesses” (HUB); including but not limited to VOSB (Veteran Owned Small Business), MWBE (Minority- and Women-Owned Business Enterprise), and SBE (Small Business Enterprise).

IDIQ – “Indefinite Delivery Indefinite Quantity” contracts that provide for an indefinite quantity of goods/services for a fixed term. Awards are usually for base years and option years.

Job Order Response – a document prepared by the Vendor and sent/given to the Member that includes line item estimates for work to be performed; specific to Job Order Contracting-type projects.

Material Safety Data Sheet (MSDS) – labeling and documentation of hazardous materials.

Procurement – buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any materials, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Purchase Order (PO) – the Member's written approval for the Vendor to proceed with the negotiated Delivery Order. Special terms and conditions agreed to by Vendor and Member may be added as addendums (supplemental contract) to the PO, including such items as requirements concerning certificates of insurance and small or disadvantaged business goals.

Responsive Vendor – person, company, firm, corporation, partnership or other organization who submits a response which conforms in all material respects to the solicitation document.

Scope of Work (SOW) - the specific work that has been agreed to be undertaken and accomplished by Vendor for the Member via the Purchase Order.

Solicitation – Various formats including invitation to bid (ITB), request for technical offers (RTO), request for proposals (RFP), request for qualifications (RFQ), or other invitation or request by which a Vendor is invited to participate in a procurement.

Specifications – a description of physical or functional characteristic, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Term – the then-current Term of the Contract, whether an initial term or a renewal term.

Value Add – other products/services provided by the Vendor that are adjunct to this solicitation that would be beneficial to Members.

Vendor – a seller/provider of goods/services; a Vendor responding to this solicitation or Vendor(s) to whom a contract has been awarded by the Awarding Agency; also, a PCA Awarded Contractor.

Vendor, Responsible – Vendor having adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the products/services listed herein.

Vendor's Key Staff Members - staff critical to the quality, implementation, and successful support and execution of the contract. Vendor's Key Staff Members typically include the Corporate Officer in charge of the PCA Contract, Purchase/Delivery Order Manager/Business Manager, and Marketing Manager.

EVALUATION

Timetable

The timetable shown below will be followed for this solicitation. This table is only an estimate and may vary, especially in the case where an addendum is issued.

Activity	Date
Advertised – 1 st Time	Thursday, March 26, 2020
Advertised – 2 nd Time	Thursday, April 2, 2020
Pre-Proposal Meeting (Must RSVP)	Tuesday, April 7, 2020
Final Date for Questions	Thursday, April 16, 2020
Proposals Due	Tuesday, April 21, 2020

PCA will hold a pre-proposal meeting for this RFP. This meeting is not mandatory. Check the schedule for date and time, then RSVP to pcamerica@pcamerica.org at least 24 hours prior to the meeting date. You have 2 options: (1) come to the PCA Houston office or (2) join the meeting via GoToMeeting or similar application. If you choose the GoToMeeting option, PCA will send you the login information.

Proposal Review and Contract Award or Non-Award notices will be issued as soon as practical or within 30 days of submittal.

Award of Contract

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined, per review by the Evaluation Committee, to be the best value to PCA Members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

Competitive Range, If Applicable

It may be necessary for PCA to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range will be deemed unacceptable and will not receive further award consideration.

Deviations and Exceptions to Requirements

Deviations to the Contract or exceptions to the Terms and Conditions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

Clarification and/or Discussions

During the review process PCA may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between PCA and Vendor can only take place after the deadline receipt of proposals. PCA reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. PCA will not assist the Vendor in the revision or modification of its proposal nor will PCA assist the Vendor in bringing its proposal to the same level of other proposals received by PCA.

No Guarantee of Quantities

Awarding Agency/ PCA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this solicitation and the resulting contract(s), if any. Awarding Agency /PCA makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP.

Disadvantaged Business Enterprise Certification

Awarding Agency/PCA encourages the use of HUB, MWBE, VOSB, and SBE companies, both as prime and subcontractors. Subcontractors must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE, VOSB and SBE participants.

Some PCA Members have specific goals for HUB requirements and will require that a plan be presented by the prime contractor to meet their goals. Vendor shall indicate in their response to this solicitation whether or not they are a Historically Under-utilized Business (HUB), Minority and Women's Business Enterprise (MWBE), Veteran Owned Small Business (VOSB), and Small Business Enterprise (SBE) Participation, etc. and with whom they are certified; e.g., Local, State, or Federal. **Failure to submit the certificate of the awarding entity will result in the Vendor not receiving credit for the HUB, MWBE, VOSB, and SBE status during evaluation.**

PCA Compliant with 2 C.F.R. § 200.321 in the Support of Small and Disadvantaged Businesses

In addition to full and open competition, non-Federal entities must take all necessary affirmative step to assure that "...Disadvantaged businesses, women's business enterprises, and labor surplus area firms..." are used when possible. Awarding Agency/PCA is familiar with and knowledgeable about 2 C.F.R. § 200.321 and can demonstrate throughout this solicitation and in due diligence documentation that PCA has taken the following "6 affirmative steps" procuring and awarding contracts. (1) PCA places Small and Disadvantaged Businesses on the solicitation lists; (2) Small and Disadvantaged Businesses are solicited as potential contract awards; (3) using the services of the SBA and MBDA as appropriate to identify Small and Disadvantaged Businesses as potential responders of PCA solicitations; (4) Direct Vendors and Members to create delivery schedules that encourage participation by Small and Disadvantaged Businesses; (5) Where legal and practical and economically feasible, Vendors and Members may divide

their total purchase and/or service requirements per 2 C.F.R. § 200.321. HUB companies earn an additional point during Evaluation Committee review of solicitation responses; and (6) requiring prime contractors using subcontractors to take the “6 affirmative steps.” **See paragraph titled “Subcontractors, If applicable, in Tab 3 – Contract Terms and Conditions**

Because PCA is compliant with 2 C.F.R. § 200.321, PCA Members are also in compliance. The PCA Member may require verification of the Vendor’s or their subcontractor’s HUB status. PCA allows Members to negotiate with the Vendor they are dealing with to use HUB subcontractors in order to meet their HUB goals.

Formation of Contract (Execution of Offer)

A response to this RFP is an Offer to Contract with Awarding Agency based upon the terms, conditions, scope of work, and specifications contained in this solicitation. A solicitation and the Vendor response do not become a contract unless and until a contract is awarded by the Awarding Agency’s approving Board, Council or other Authority.

Interpretation

This solicitation represents the basis for any contract award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Proposals should be self-explanatory and should not require any clarification or additional information.

Non-Collusion Statement

Vendors are required to certify the Non-Collusion Statement in the Signature Forms Tab 4. Vendors are required to state the party submitting a response; that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agree, directly or indirectly, with an entity or person, to submit a sham response or to refrain from responding and has not in any manner, directly or indirectly, sought by contract or collusion, communication or conference, with any person, to fix the proposed price or of any other Vendor; or to fix any overhead, profit or cost element of said proposed price, or of that of any other Vendor; or to secure any advantage against PCA/Awarding Agency or any person interested in the proposed contract; and that all statements in said response are true.

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

Open Records Policy – Texas Public Information Act

Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. Proposals submitted to PCA as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated.

IMPORTANT: If Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Awarding Agency/PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

“Contractor [Vendor] is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.” *TEX. GOV’T. CODE 2252.907.*

Preferences

PCA may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds. See *TEX. GOV'T. CODE §2252.001-.004*.

Similar Products

Whenever product(s) is(are) referred by PCA in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

Contract Award / Multiple Awards

Contract awards will be made to the successful respondent(s) for the total line of services submitted based on the criteria set forth within this document. Awarding Agency/PCA reserves the right to award multiple contracts.

Because PCA is a national cooperative, it may be in PCA Members best interests to offer multiple contract awards. Awarding Agency/PCA reserves the right to award multiple contracts for the following reasons:

- 1) Geographic location of offices/services;
- 2) Different offerings, such as product lines;
- 3) 'Value Add' offerings;
- 4) Vendor qualifications/market presence;
- 5) Small businesses and large companies offering quality products/services; and
- 6) Other reasons vendors provide value to PCA membership.

PCA Compliance With Texas DOA Administrator's Reference Manual, Section 17, If Applicable

PCA Compliance with Texas Department of Agriculture (TX DOA) Administrator's Reference Manual (ARM), Section 17 - Compliance with Texas Department of Agriculture requirement 17.74 (dated June 25, 2015) pursuant to USDA Memo SP 12-2016 (dated November 13, 2015) requires the public advertising for an RFP to include either (1) the detailed specifications and/or technical requirements, and (2) the method and criteria for evaluation OR the location and process to access the information.

Solicitation responses are evaluated per TEC 44.031 and recommendations for contract award(s) are based on the following Evaluation Factors. The detailed specifications and technical requirements are found in the Scope and Specifications section. The location and process to access this information are also contained in the public notice as required.

Evaluation Factors	Point Value
<u>Qualifications</u>	
Products/Services	20
Qualification and Experience	20
Performance Capability	20
Reputation of Vendor (References)	15
Pricing	25
SUBTOTAL POSSIBLE 100 POINTS:	<u>100</u>
<u>Additional Qualifying Points</u>	
'Value Add' Products and Services	7
HUB/MWBE/VOSB/SBE/ISO Certifications	<u>3</u>
GRAND TOTAL POSSIBLE POINTS:	<u>110</u>

TAB 3 - CONTRACT TERMS AND CONDITIONS**CONTRACT BETWEEN**

("PCA AWARDING AGENCY")
AND

("VENDOR")
FOR**JANITORIAL PRODUCTS, EQUIPMENT, AND RELATED ITEMS**

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-305-20 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. In the event of a conflict between this Contract and the Supplemental Contract,

as to the Awarding Agency/PCA, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the PCA Member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise. This supplemental contract may be added to the PCA Member's purchase order.

Exceptions from Item Specification or Contract Terms and Conditions

Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in detail by the respondent at the time of submission of the response. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the respondent's submittal will hold the respondent accountable to the Cooperative and its Members to perform in strict accordance with all the Contract Terms and Conditions and all the item specifications as written. The respondent should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with their response may place the respondent at a competitive disadvantage or otherwise prevent the Cooperative from considering the response.

If applicable, any deviation from any of the specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the Vendor to the remedies identified in the section of Contract Terms and Conditions entitled "Remedies for Non-Performance of Contract and Termination of Contract" and may jeopardize future business from Awarding Agency and Purchasing Cooperative of America and PCA Members.

Section Titles

The section titles in the Contract Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

Use of Contract by PCA Members; Addition of New Members

Vendor agrees and understands that this solicitation and Contract may be used to accomplish work for both current and future PCA Members. *TEX. GOV'T. CODE §2269.407*. It is the responsibility of Vendor to bring new Members wishing to utilize their products and services into the Cooperative.

Multiple Contract Awards;

In accordance with *TEX. GOV'T. CODE §2269.406*, PCA/Awarding Agency reserves the right to award multiple contracts under the solicitation, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of PCA. Because PCA is a national cooperative, it may be in PCA Members' best interests to offer multiple contract awards. PCA reserves the right to award multiple contracts for the following reasons: 1) Geographic location of offices/services; 2) Different offerings, such as product lines; 3) 'Value Add' offerings; 4) Vendor qualifications/market presence; 5) Small businesses and large companies offering quality products/services; and 6) Other reasons Vendors provide value to PCA membership.

Non-Exclusivity

Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to PCA Members. During the Term of this Contract, PCA Members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

Vendor Protest/Appeal Procedure

PCA has a written Vendor Protest/Appeal Procedure that is published on the PCA website at www.pcamerica.org/faqs. The format protest/appeal must be in writing, present a precise statement of the relevant facts, identify the specific issue(s) to be resolved, and present arguments in support of the protest.

Negotiations

PCA shall determine which responses are in the competitive range and/or are reasonably susceptible of being selected for award. Responses not in the competitive range may not be further evaluated. Responses in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that PCA decides to conduct negotiations, notice shall be provided to each Vendor whose response is being considered for award. This notification may identify, in general terms, the elements or factors upon which PCA intends to base its negotiations.

Vendors will not be assisted, in any way, to bring their responses up to the level of other responses through discussions. During the course of negotiations, no Vendor's technical response or pricing shall be revealed to any other Vendor or to any other person who is not involved with the evaluation process. PCA will also not indicate to Vendor a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Vendors' responses or prices.

Best and Final Offer

PCA in its sole discretion, may request all responses in the competitive range to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing. If Vendor does not respond to the request for a Best and Final Offer, then that Vendor's most recent offer will be considered to be its Best and Final Offer.

No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of the Awarding Agency, is an independent contractor, and is not an employee, agent, joint venture, or partner of any PCA Member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the Awarding Agency, PCA and Vendor, any PCA Member and Vendor, PCA, Awarding Agency and any of Vendor's agents, or any PCA Member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of PCA, the Awarding Agency or any PCA Member, and PCA, Awarding Agency and PCA Members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that Awarding Agency, PCA, its employees, agents, Board of Directors, Council, other Authority, administration, and PCA Members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

Amendment(s) To This Contract Between Awarding Agency/PCA and Vendor

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No unpublished terms on Vendor's estimate or quote, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the PCA Member and Vendor.

No amendment of this Contract shall be permitted or shall have any effect unless and until a written amendment to this Contract is approved and executed by PCA.

Term of Contract; Renewal of Contract

The initial Term of this Contract is for a period of one (1) year, with PCA having the option to renew the Contract for four (4) additional one-year terms, at Purchasing Cooperative of America's sole discretion. See *TEX. GOV'T. CODE §2269.409*. Consequently, the total Term of the Contract may be for a period of five (5) years. All of the renewals take place automatically unless the awarded contractor/vendor is notified otherwise 30 days prior to the date of renewal. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

PCA reserves the right to award contract(s) to a Vendor for a longer initial term period if it is determined to be in the best interest of the Awarded Agency and/or PCA Membership.

Upon mutual written agreement of both parties, this contract may be extended beyond the expiration of the contract time period.

Vendor Assignment of Contract to Others

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of PCA. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of PCA and, if applicable, the PCA Member.

Compliance with Laws – Federal, State, Local and Other Recognized Governments

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable:

- *Federal Agencies may incorporate by reference the Federal Acquisition Regulations (FAR and DFAR) sections that are appropriate to their project requirements*
- *All contracts made by the non-Federal entity under a Federal award must contain the appropriate provisions of 2 CFR, Part 200 – Appendix ii*
- *Workers' compensation laws*
- *Minimum and maximum salary and wage statutes and regulations, including prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5). When required or requested by a PCA Member, Vendor shall furnish PCA Member with satisfactory proof of Vendor's compliance with this provision with a "certified payroll". It is the Member's obligation to inform the contractor of this requirement and note it in the Purchase Order.*
- *Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5)*
- *Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60)*
- *Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330 / 29 CFR Part 5)*
- *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *Section 508 of the Clean Water Act (33 U.S.C. § 1368)*
- *Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),*
- *Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85)*
- *Mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).*

For Arizona Purchase Orders under this contract:

- *AZ 34-607 as revised, will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Members*

- *Arizona “Cancellation or Conflict of Interest” A.R.S. 38-511*
- *Records Retention: School Code R7-2-1083 by A.R.S. 35-214 and 35-215*
- *All Vendors shall comply with A.R.S. 41-4401 and 23-214(A) “Federal Immigration and Nationality Act” (FINA) as well as all federal laws when working in Arizona, while these requirements are for Vendors wishing to work with Arizona School Districts, Vendors shall also meet the jurisdictional requirements of other states as appropriate.*
- *A.R.S 15-512(H) provides for fingerprinting for contractors and subcontractors, and Vendors to be fingerprinted where frequent or regular services are performed on school grounds (similar to Texas requirements).*

All States:

- *For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the PCA Member at cost as part of the Purchase Order, unless the permits are provided by the PCA Member.*
- *Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the Member’s Purchase Order or Job Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.*
- *The states of individual PCA Members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state’s requirements.*

Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Vendor’s industry equally and are not actions taken solely against the Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither PCA nor PCA Members will be responsible for any costs incurred by a Vendor because of the Force Majeure event unless the PCA Member has requested, in writing, that the Vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section, in the event the Vendor’s performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the Cooperative shall have the option to terminate this Contract. Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the PCA Member’s rights as provided elsewhere in this contract.

Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving Awarding Agency must be brought exclusively in the state and federal courts located in County of Awarding Agency, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving Awarding Agency but involving a PCA Member and Vendor shall be governed by the laws of the state of the Member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the Member.

Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS AWARDING AGENCY, PCA, AND EACH PCA MEMBER, INCLUDING MEMBERS' DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY AWARDING AGENCY, PCA OR THE MEMBER.

Non-Appropriation "Funding Out" Clause

Renewal of this Contract, if any, will be in accordance with *TEX. LOCAL GOV'T. CODE §271.903* concerning non-appropriation of funds for multi-year contracts. Other states may have similar statutes. Notwithstanding any other provision of this Contract or obligation imposed on any Member by this Contract, Members shall have the right to terminate any Supplemental Contract, Purchase/Delivery/Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of any Member if it is determined by any Member, at their sole discretion, that there are insufficient funds to extend any Supplemental Contract, any Purchase/Delivery/Job Order. If the Member does not budget to fund the contract, the Member cannot then get the products or services elsewhere.

The parties agree that this Contract, any Supplemental Contract, any Purchase/Delivery/Job Order are commitments of the current revenue of PCA Member only.

Notice

Any notice provided under the terms of this Contract by one party to another party shall be in writing and shall be sent by hand-delivery, by certified or registered mail, return receipt requested, or by email. Contract Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.

Notification of Material Change in Vendor Operations

Vendor is required to notify Purchasing Cooperative of America of any material change in operations, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within **three (3) business** days of such change.

Change Orders, if Applicable

Pursuant to *TEX. EDUC. CODE §44.0411(a)*, for PCA Members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the PCA Member may approve change orders making the changes. The total Job Order price may not be increased because of the changes unless additional money for increased costs is approved for

that purpose from available money or is provided for by the authorization of the issuance of time warrants. The PCA Member may grant general authority to an administrative official to approve the change orders. A Job Order with an original contract price of \$1 million or more may not be increased under *TEX. EDUC. CODE §44.0411(a)* by more than twenty-five percent (25%). If change orders for a Job Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than twenty-five percent (25%) of the original contract price. If a Job Order requires additional fee above this percent then a new purchase order must be used specifying the “new” requirements

Fees and Permits, If applicable

All fees, expenses, and permits required by any Member in the completion of contracted work or for products delivered are the sole responsibility of the Vendor. It is the responsibility of the Vendor to obtain and pay for all relevant permits required by any organization regarding any work being done or product being delivered under this Contract.

Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures

It is the policy of Awarding Agency/PCA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Respondent further agrees that the company is, and, during the period of any contract resulting from an award under this solicitation will remain, in compliance with *Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60)*.

The occurrence of any prohibited discrimination will constitute Vendor’s breach of contract due to a substantial failure by the Vendor to fulfill its obligations, whereupon the Awarding Agency may terminate the Vendor’s contract for cause as provided in these Contract Terms and Conditions.

Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor’s employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on PCA Members’ property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Members’ property.

Subcontractors, If Applicable

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to the PCA Member for all acts and omissions of the subcontractors.

Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Awarding Agency/PCA, PCA Members and any such subcontractor, nor shall it create any obligation on the part of PCA Members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

Prime contractors must be familiar with and knowledgeable about 2 C.F.R. § 200.321 and be able to demonstrate that they took the “six affirmative steps” when selecting subcontractors. **See paragraph titled PCA Compliant with 2 C.F.R. § 200.321 in the Support of Small and Disadvantaged Businesses.**

Insurance, If Applicable

Vendor is required to provide PCA Member with copies of certificates of insurance, naming the Member as additional insured for Texas Workers Compensation and General Liability Insurance, **within 14 business days** of contract award and prior to the commencement of any work under this Contract. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which Member is located and shall be acceptable to the Member. Vendor shall give Member a minimum of **ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below.

If a PCA Member in a state other than Texas has higher insurance requirements than those listed below, then such may be added to the Purchase Order or Job Order. Such insurance is to be provided at the sole cost of the Vendor.

These requirements do not establish limits of Vendor's liability.

Specialty insurance, such as “marine insurance”, if required for a Purchase Order, may be listed as a line item and passed through to the Member.

All policies of insurance shall waive all rights of subrogation against PCA Members, and Members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to PCA Members. The Member, if requested, shall be named as an “additional insured” on insurance policies. The PCA Member reserves the right to require additional insurance should the PCA Member deem additional insurance necessary, in their sole discretion.

Minimum insurance requirements:

- | | |
|--|-------------------------|
| • Automobile Liability Coverage: Combined Single Limit, each accident/any auto | \$1,000,000 |
| • Commercial General Liability, each occurrence | \$1,000,000 |
| Damage to Rented Premises, each occurrence | \$50,000 |
| Medical Expenses, any one person | \$5,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Comp/Op Aggregate | \$2,000,000 |
| • Umbrella Liability, each occurrence | \$1,000,000 |
| Excess Liability, aggregate | \$1,000,000 |
| • Workers Compensation | state's statutory limit |
| Employers' Liability, each accident | \$1,000,000 |

E.L. disease-each employee	\$1,000,000
E.L. disease-policy limit	\$1,000,000

Performance and Payment Bonds, if Applicable

Vendor agrees to provide performance bonds and/or payment bonds, as required by law, based on the amount or estimated amount of any Purchase Order or Job Order, as applicable. *TEX. GOV'T. CODE §2269.411*. Pursuant to *TEX. GOV'T. CODE §2253.021*, a performance bond is required if a Job Order is in excess of \$100,000 for PCA Members that are governmental entities subject to *Chapter 2253*; a payment bond is required if a Job Order is in excess of \$25,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are not municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*, and a payment bond is required if a Job Order is in excess of \$50,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*. Other states may have similar statutes.

Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Please list Bond Rate.

Expenditures for all bonds shall be a pass-thru to the Member (with no additional administrative cost) and reconciled at the end of each project.

Customer Support

Vendor shall provide timely and accurate technical advice to Awarding Agency and PCA staff and Members. Vendor shall provide reasonable training to PCA staff and PCA Members regarding products/services supplied under this contract by the Vendor, at no additional charge, upon request.

Members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by a PCA Member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall to the extent such loss, damage, or destruction is caused by Vendor or Vendor's representative, agent, employee or contractor, indemnify PCA Member and pay to the PCA Member the full value of or the full cost of repair or replacement of such property, whichever is greater, within **thirty (30) days** of Vendor's receipt of written notice of the PCA Member's determination of the amount due. If Vendor fails to make timely payment, the PCA Member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by the PCA Member.

Website Support

Vendor agrees to cooperate with PCA in publicizing contract information on the PCA website. Vendor also agrees to work with PCA in updating and maintaining current information on Vendor activities related to the Contract on the PCA website.

Vendor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated.

Vendor agrees to promote its PCA contract by prominently displaying the PCA logo on its website with a link to the PCA website at www.pcamerica.org.

Promotion of Contract Marketing Plan

The marketing of Vendor's company, products and/or services shall be the sole responsibility of Vendor. PCA may supply Vendor with the PCA Members List that contain name, address, phone numbers, and/or

email addresses. Members have primary responsibility for knowing the requirements for PCA Membership in the jurisdictions in which they operate. PCA will work with Vendors and Members to complete the PCA Membership process. Other items geared toward the joint-marketing of PCA and Vendor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the PCA seal in its marketing materials, including, but not limited to, Vendor's website and related marketing materials. Vendor shall submit all promotional materials to PCA and obtain written approval before Vendor finalizes or publishes promotional material bearing the PCA name or seal. Vendor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

PCA will work with the Vendor in presenting the Cooperative to perspective Members in support of the awarded contract.

Encouraging Members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of Vendor's awarded contract.

Ordering Procedures

Purchase Orders, including PCA contract number and title, are issued by the Member to the Vendor according to this Contract and any supplemental contract between the Vendor and Member. Vendors and Members must also send copies of Purchase Orders to PCA, unless otherwise stipulated by PCA. PCA may request confirmation of receipt of the Purchase Order from Vendor.

Invoicing Procedures; Payments

Packing Lists or other suitable shipping documents for products must accompany each shipment and must identify

- (a) the name and address of the Vendor,
- (b) the name and address or delivery location of the receiving entity,
- (c) the Purchase Order Number, and
- (d) detailed descriptive information identifying the item(s) delivered including quantity, item number, product code, item description, number of containers, etc., as appropriate.

Vendor shall submit invoices, in duplicate, directly to the Member at the appropriate location(s) specified by the Member. Each invoice shall include the Member's Purchase Order Number and PCA contract number. All invoices shall be itemized to include the type of product(s) purchased and/or service(s) rendered. Vendor shall submit invoices in a timely manner during the Member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of the Member's receipt shall be made available upon request by Member.

Member will make **payments directly to Vendor**. Member placing the Purchase Order or Job Order with Vendor shall alone be liable and/or responsible for payment for products and/or services ordered and must be invoiced directly by Vendor. In any case, payment will be made only after satisfactory delivery and acceptance of services/products in good order, including the necessary documentation indicated above, and only after receipt of an accurate Invoice from the Vendor including the necessary information indicated above.

Members will not be held responsible for any products delivered or invoiced without a valid current Purchase Order stating the PCA contract number and title.

Neither PCA, Awarding Agency nor any other Member shall be liable for the indebtedness of any other Member.

TEX. GOV'T. CODE §2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by PCA Member whose governing body meets only once a month or less frequently, within **forty-five (45) days** after the later of the following:

- (1) the date Member receives the products and services under the Contract;
- (2) the date the performance of the service under the Contract is completed; or
- (3) the date Member receives an invoice for the products or service.

For Members whose governing bodies meet more often than once a month, payments are due by those Members within **thirty (30) days** after the later of the following:

- (1) the date Member receives product(s) under the Contract;
- (2) the date the performance of the service under the Contract is completed; or
- (3) the date Member receives an invoice for products or services.

Vendor agrees to pay any subcontractors the appropriate share of the payment received from Member not later than the **tenth (10th) day** after the date the Vendor receives the payment from Member.

The exceptions to payments made by Member and/or Vendor listed in *TEX. GOV'T. CODE §2251.002* shall apply to this Contract.

Job Order Contracting/Construction Only – New Products

New Products and pricing, or non-pre-priced, will be handled as defined in the UPB (Unit Price Book).

Sales and installation of proprietary new technology, software and equipment may be accomplished by taking the manufacturer's published retail price on equipment and installation and applying the contractor's bid coefficient and local cost index.

Engineering Services

Those companies submitting and doing work in Texas may NOT provide Engineering Services via this contract per *TEX. GOV'T. CODE §791*. In Texas, if engineering or architecture is required, the selection for such professional services shall be made by the PCA Member per Texas law. Vendors working in other states shall follow the requirements of those jurisdictions.

Title and Risk of Loss, If Applicable

Whenever a PCA Member is purchasing (and not leasing) a product under this contract, title and risk of loss shall pass upon the later of Member's acceptance of the product or payment of the applicable invoice.

Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all products/services provided by the Vendor to Awarding Agency and/or PCA Members under this Contract. These records and accounts shall be retained by Vendor and made available for review by Members for a period of **not less than seven (7) years (some jurisdictions require 5)** from the date of completion of the service(s), receipt of product(s), the date of the receipt by the Member of Vendor's final invoice or claim for payment in connection with this Contract, or the date Member makes final payments and closes pending matters in connection with a federal grant, whichever is later.

If an audit or contract compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

Monthly Vendor Reporting

Vendor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders and Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all Members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order with scheduled start and completion date, Purchase Order number, Member name, city/town, and Purchase Order total dollar amount. The monthly report shall also include an overview of pending projects and purchase/job orders.

After a PCA Member signs a Purchase Order, the awarded Vendor shall submit a copy of the Purchase Order and/or supplemental agreement, if any, to PCA along with the mandatory monthly report with any change orders made prior to project completion.

Reports shall be submitted in Excel format to Purchasing Cooperative of America at 11811 North Freeway, Suite 500, Houston, TX 77060, or electronically to Reports@pcamerica.org. The Monthly Report Form is at www.pcamerica.org on the Forms Tab. Copies of signed purchase orders and supplemental contracts shall be turned into PCA along with the Monthly Report.

Administration Fee

- PCA Administrative Fee stated in the solicitation will be based on total sales made through this Contract.
- Vendor shall honor and pay the Administration Fee for any sales resulting from this Contract that occurred within **thirty (30) days** at the completion of on-going work.
- Vendor shall pay PCA the contracted fee for monthly progress payments and/or at project completion within **thirty (30) days**.
- Failure to pay the Administrative Fee in a timely manner may result in Vendor's breach of this Contract and may result in suspension or termination of this Contract.
- In the event that Vendor's contract expires or is terminated, Vendor agrees to pay the Administrative Fee for any projects extending beyond the expiration or termination date as those Purchase/Delivery/Job Orders received prior to the expiration or termination are completed within **thirty (30) days** of the project or purchase order close out.
- Vendor must maintain a good record for compliance under the contract, timely reporting, and prompt payment of Administrative Fees.
- Vendor shall make the check payable to "Purchasing Cooperative of America"; and send check to Purchasing Cooperative of America, Suite 500, 11811 North Freeway, Houston, TX 77060.
- If convenient for the Vendor, the check may be mailed with the monthly report

The Administrative Fee for this solicitation is two (2) percent, unless otherwise stated in Tab 6 Pricing.

Additional Fees and Reporting Information

Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested and Vendor agrees, Vendor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA as a requirement under *Section 791 of the Texas Government Code*. To do so without PCA written approval will automatically violate the provisions of this

contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements. Some non-Texas Governmental Jurisdictions do not require an Interlocal Governmental Contract and may join PCA without one by signing up on line.

If this contract is adopted by another cooperative or entity, the Awarded Contractor (Vendor) for this contract is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's Members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Vendor Review

Awarding Agency and Purchasing Cooperative of America desire to provide quality Vendors with its Cooperative program. Vendor must maintain a good audit record for:

- compliance under the contract
- timely activity reporting, and
- prompt payment of Administrative Fees

Right to Review, Audit and Inspect

Awarding Agency /PCA, PCA Members, any federal agency that has awarded federal funds/grant(s) to Member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records shall be open to inspection and audit review and/or reproduction to the extent necessary to adequately permit evaluation and verification of:

- a) Vendor's compliance with this Contract and the requirements of the solicitation.
- b) Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Awarding Agency or Members.
- c) Compliance with provisions for computing billings to Members.
- d) Any other matter related to this Contract.

Supplemental Contracts

The PCA Member and Vendor may enter into a separate, supplemental contract per purchase order. Any supplemental contract developed as a result of this Contract and/or the RFP is exclusively between the PCA Member and Vendor and shall have no effect or impact on Awarding Agency, PCA, any other PCA Member, or this Contract. Any supplemental contract between Vendor and PCA Member may be subject to immediate cancellation by the PCA Member (without penalty to the PCA Member) if, in the opinion of the PCA Member, the quality, service, specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental contract. Copies of all supplemental agreements and purchase orders shall be sent to PCA by the Vendor as part of this contract. See "Compliance with Specifications and Contract" for further information in Tab 5.

Tax Exempt Status

All PCA Members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under *TEX. TAX CODE §151.310* for the purchase of tangible personal property. Laws of other states govern the tax status of PCA Members in these other states. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. PCA Members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with all States' tax laws of states in which they work and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Awarding Agency /PCA and the PCA Member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers Compensation, shall be the sole responsibility of Vendor.

Sales Tax-Texas Only

Upon request, each Member will provide a Tax Exemption Certificate to the Vendor. Texas government entities are public jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Vendor unless the Vendor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, the respondent agrees to accept tax exemption information in such form.

IRS Request for Taxpayer Identification Number and Certification, W-9

To receive payment under this Contract, Vendor shall have a current IRS W-9 Form on file with the Member.

Other States' Tax Requirements

Payment of taxes by PCA Members Outside of Texas – PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Vendor as appropriate to the specific PCA Member.

State and Local Transaction Privilege Taxes – The PCA Member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from the PCA Member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Waiver

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions

of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

Participation in PCA Program

Vendor acknowledges and agrees that continued participation in the PCA Cooperative Program is subject to PCA's sole discretion and that Vendor may be removed from the Program at any time, with or without cause, in PCA's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order.

Nothing in this Contract or in any other communication between PCA and Vendor may be construed as a guarantee that PCA Members will submit any Purchase Order to Vendor at any time.

Performance

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase/Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

Remedies for Non-Performance of Contract and Termination of Contract

Should the participating PCA Member suspect or find that the Contractor or any of its subcontractors are not in compliance, PCA Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

This Contract shall remain in effect until

- (1) The Contract expires by its terms.
- (2) For Convenience: PCA may terminate this Contract, in whole or in part, without penalty and without cause, by giving (30) days written notice of such termination to contractor.
- (3) For Cause: Awarding Agency may terminate this contract if Contractor fails to perform as agreed or is not performing to the standards expected by PCA Member and PCA.
- (4) The Contract is terminated by mutual consent of PCA and Vendor with thirty (30) days' written notice. All active purchase orders must be completed.

Awarding Agency /PCA further reserves the right to terminate the Contract immediately in the event Vendor fails to:

- (1) Meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase/Job Order;
- (2) Make any payments owed; or
- (3) Otherwise perform in accordance with this Contract and/or the RFP.

PCA reserves the right to terminate the Contract immediately, with written notice to Vendor, if PCA believes, in its sole discretion that it is in the best interest of Awarding Agency or PCA Members to do so.

Vendor agrees that Awarding Agency/PCA shall not be liable for damages in the event that Awarding Agency/PCA declares Vendor to be in default or breach of this Contract and/or the solicitation. In the event of a breach or default of the Contract and/or the solicitation by Vendor, Awarding Agency reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of Awarding Agency PCA Members.

New Texas Government Code for Work Done in Texas (as needed by Vendor and Member)

For contracts entered into on or after January 1, 2016, *Texas Government Code Chapter §2252.908 (H.B. 1295)* provides that a Texas governmental entity or state agency may not enter into a contract that either

(1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency.

The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information, are available on the Commission's website at the following links:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Awarding Agency /PCA is not a business entity under this law (*1 Tex. Admin. Code 46.3(b)*). However, PCA Vendors may be business entities and may, for certain purchases and contracts with PCA Members, be required to file disclosures under Texas Government Code Chapter 2252. It is Vendor's responsibility to determine the applicability of, and comply with, all disclosure laws including Chapter 2252. Disclosure will not be handled by Awarding Agency administration on behalf of PCA Member.

TAB 4 - SIGNATURE FORMS AND CHECKLIST

This checklist is provided for your convenience. Complete and submit all of the attached forms:

- | <u>Form #</u> | <u>Form Title</u> |
|--------------------------|--|
| <input type="checkbox"/> | A. Contract First Page for entering Company Legal Name |
| <input type="checkbox"/> | B. Contract Acceptance and Signatures Form
Texas Law Requirement: Submitting a signed Contract Acceptance and Signatures Form is required. If this Form is NOT SIGNED, the response will be DISQUALIFIED.

B cont'd - Exceptions: This form MUST be filled out if there are ANY EXCEPTIONS to the contract to be considered by Awarding Agency/PCA. Follow the instructions on the form, enter the legal company name, date, and obtain an authorized signature.

If there are no exceptions, this form does not need to be signed. |
| <input type="checkbox"/> | C. Conflict of Interest Questionnaire |
| <input type="checkbox"/> | D. Antitrust Certification Statement |
| <input type="checkbox"/> | E. W-9 Request for Taxpayer Identification Number and Certification |
| <input type="checkbox"/> | F. Vendor Certification Forms |
| <input type="checkbox"/> | G1. SB 9 Contractor Certification: Contractor Employees |
| <input type="checkbox"/> | G2. SB 9 Contractor Certification: Subcontractor |
| <input type="checkbox"/> | H. Contractor Certification-Arizona Requirement |
| <input type="checkbox"/> | I. Bond Letter, If Required |
| <input type="checkbox"/> | J. Certification Regarding Debarment, Suspension and Other Responsibility Matters |
| <input type="checkbox"/> | K. Addendum(s), If Issued |
| <input type="checkbox"/> | L. Vendor Questionnaire and Company Profile |

FORM A TAB 3 - CONTRACT TERMS AND CONDITIONS**CONTRACT BETWEEN**_____
(“PCA AWARDING AGENCY”)**AND**_____
(“VENDOR”)**FOR****JANITORIAL PRODUCTS, EQUIPMENT, AND RELATED ITEMS**

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-305-20 issued by Purchasing Cooperative of America (“PCA”) (“Cooperative”) and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by the Awarding Agency/PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term “Contract,” as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent’s entire response to the solicitation;
- Respondent’s Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor’s response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor’s response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member’s specific project. In the event of a conflict between this Contract and the Supplemental Contract,

Form B – Contract Acceptance and Signatures
Must be signed at Submission of Proposal

Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor’s response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ Email: _____

Authorized Company Signature Date

Printed Name, Title: _____

Acceptance by Awarding Agency

Term of Contract _____ to _____

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. **Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.**

Awarding Agency Authorized Signature Date

Printed Name: _____

Form B continued – Compliance and Exceptions Form
(fill-out only if there are exceptions)

In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

List all exceptions your company is submitting:

INSTRUCTIONS

1. Use additional pages, as necessary.
2. Signature below is only required if the box is checked and there are exceptions listed above.

Awarding Agency /PCA will consider any exceptions indicated above in its contract award decisions.

Awarding Agency /PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

Company Name (Please Print) _____

Authorized Signature: _____

Date: _____

FORM C – CONFLICT OF INTEREST QUESTIONNAIRE

To comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*, any company that does business with Awarding Agency must fill out a Conflict of Interest Questionnaire (CIQ) **whether or not a conflict of interest exists.**

A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with a Member of the Awarding Agency approving Board, Council, or other approving Authority, or with a local government officer listed below or a family Member resulting in the officer or family Member receiving taxable income, and/or
- (2) Your company has given one of the Awarding Agency's local government officers or family Member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250.00 in the twelve (12)-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with PCA.

IF NO CONFLICT OF INTEREST EXISTS, YOU MUST FILL OUT BOX 1 AND TYPE N/A ON BOX 3 OF THE CIQ FORM, SIGN, AND DATE IT.

Going forward, a Conflict of Interest Questionnaire must be filed within **seven (7) business days** after the company becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

**Form D – Antitrust Certification Statement
TEX. GOV'T. CODE §2155.005**

I affirm under penalty of perjury of the laws of the State of Texas that:

- I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (“Company”) listed below;
- In connection with this proposal, neither I nor any representative of the Company has violated any provision of the *TEX. BUSINESS & COMMERCE CODE, Chapter 15, Texas Free Enterprise and Antitrust Act*,
- In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I further affirm under penalty of perjury of the laws of the State of Texas that:

- The proposal submitted by the Company is genuine and is not collusive or sham;
- The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from responding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other Vendor, or to secure any advantage against Awarding Agency or any person interested in the proposed contract; and
- All statements in Vendor’s proposal are true.

<p>Vendor: _____</p> <p>Address: _____ _____ _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>Company Official Authorizing Response:</p> <p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Title</p>
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Form E

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2	Business name/disregarded entity name, if different from above		
	3	Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.											
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> - </td> <td style="text-align: center;"> </td> </tr> <tr> <td colspan="2" style="text-align: center;">OR</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> - </td> <td style="text-align: center;"> </td> </tr> </table>	Social security number		-		OR		Employer identification number		-	
Social security number											
-											
OR											
Employer identification number											
-											
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.											

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) 	<ul style="list-style-type: none"> • Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
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Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 901.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1994) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box. Instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner ¹
	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form F – Vendor Certifications Form

TEXAS FAMILY CODE

As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all responders must complete and submit the following affidavit:

I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is eligible to respond or receive a state contract.

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. (1.) The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2.) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

ANTI-LOBBYING APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U. S. CODE. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that: (1.) No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract. (2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

I, the Vendor, certify that I am in compliance with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act of 1970*, as amended (42 U.S.C. 1857(h)); Section 508 of the *Clean Water Act*, as amended (33 U.S.C. 1368), *Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15* as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

RECORDS ACCESS AND RETENTION REQUIREMENTS

2 C.F.R. § 200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the 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. **2 CFR § 200.333.** When federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

BUY AMERICA PROVISIONS

I, the Vendor, am in compliance with all applicable provisions of the **Buy America Act**. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Buy American Act (1933) applies to direct U.S. federal procurement, covers specified products, and requires the U.S. government to prefer domestic goods and services unless the head of the agency involved in the procurement has determined that the prices of the domestic suppliers are “unreasonable” or that the purchase would be “inconsistent with the public interest.” The Act contains exceptions in terms of trade agreements.

Buy America Act (1983) applies only to mass-transit-related procurements such as highways, bridges, transit systems and terminal programs valued over \$100,000 and funded at least in part by federal grants issued by the Federal Transit Administration and Federal Highway Administration. Under Buy America, federal-aid funds may not be obligated for a project unless iron and steel products used in such projects are manufactured in the United States--with some exceptions.

NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. **The Vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable.**

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Awarding Agency/PCA to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor understands that the *Family Educational Rights and Privacy Act (FERPA)*, 20 U.S.C. § 1232(g), governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE §44.034, Notification of Criminal History of Contractors, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

STATE OF TEXAS FRANCHISE TAX

By submitting a response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

OSHA

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, *the Occupational Safety and Health Administration (OSHA)*. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency /PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

PREVAILING WAGE RATES

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, *TEX. GOV'T. CODE § 2258*, applicable to the construction of a public work, and any related federal requirements, including the *Davis-Bacon Act*, (40 U.S.C. Section 276a et seq.), and its subsequent amendments. In the event *TEX. GOV'T. CODE § 2258* applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with FEMA requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per *TEX. GOV'T. CODE § 2258.023*. Also, *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX
II 2 CFR PART 200 (EDGAR)**

I, the undersigned Vendor, acknowledge the following: (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the *Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when a PCA Member expends federal funds, PCA Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. (B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.) When PCA Member expends federal funds, PCA Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. PCA Member also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if PCA Member believes, in its sole discretion that it is in the best interest of PCA Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by PCA Member as of the termination date if the contract is terminated for convenience of PCA Member. Any award under this procurement process is not exclusive and PCA Member reserves the right to purchase goods and services from other Vendors when it is in PCA Member's best interest.

**DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED
BY U.S. GOVERNMENT OR STATES**

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the List of Specially Designated Nationals and Blocked Persons (the "SDN List"). Texas Government Code (Subchapter F), Chapter 2252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan or foreign terrorist organizations: other states may have similar laws.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

PCA/ Awarding Agency or Vendor may not enter into a contract for goods or services with a company that boycotts Israel. Texas Government Code (Subchapter F), Chapter 2270, requires companies contracting with state entities to affirm they do not boycott Israel, and forbids Texas agencies from conducting business with companies that do; other states may have similar laws. By signing this agreement, the Vendor certifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

CERTIFICATION

It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the solicitation, and in the Contract.

Vendor Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

FORM G1 – SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to Awarding Agency that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474.

Definitions

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency and/or the PCA Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by Awarding Agency or an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under *TEX. EDUC. CODE* §22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under Title 5, *Texas Penal Code*;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, *TEX. CR. CODE ANN.*; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ (“Vendor”), I, the undersigned authorized signatory for Vendor, certify to Awarding Agency that [**check one**]:

[] None of Vendor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

[] Some or all of Vendor’s employees are *covered employees*. If this box is checked, I further certify that:

- (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify PCA in writing **within 3 business days**.
- (3) Upon request, Vendor will provide PCA Member with the name and any other requested information of covered employees so that PCA Member may obtain criminal history record information on the covered employees.

If PCA Member objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at PCA Member.

I also certify to Awarding Agency on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE*, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature

Title

Date

FORM G2 – SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to Member and to the Vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety’s Crime Records Service at 512-424-2474.

Definitions

Covered employees: Employees of a Vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency or other co-op Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under *Title 5, TEXAS PENAL CODE*;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under *Chapter 62, TEX. CR. CODE ANN.*; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with _____ (“Vendor”), to provide services in connection with the contract between Awarding Agency and Vendor. I, the authorized signatory for Subcontractor, certify to Awarding Agency and Contractor that **[check one]**:

None of Subcontractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

- Some or all of Subcontractor’s employees are *covered employees*. If this box is checked, I further certify that:
- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify PCA in writing **within three (3) business days**.
 - (3) Upon request, Subcontractor will provide Awarding Agency with the name and any other requested information of covered employees so that Awarding Agency may obtain criminal history record information on the covered employees.

If a Member objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at Member.

I also certify to Awarding Agency and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE, Chapter 22*. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature
Title
Date

FORM H – CONTRACTOR CERTIFICATION-ARIZONA REQUIREMENT

Contractor’s Employment Eligibility

By entering into the contract, Contractor warrants compliance with the *Federal Immigration and Nationality Act (FINA)*, and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate.

Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The Vendor complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the participating entities in which work is being performed.

Fingerprint & Background Checks (Arizona requirement)

If required to provide services on school district property at least **five (5) times** during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Vendors and their employees shall not provide services on school district properties until authorized by the District.

The Vendor shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Business Operations in Sudan, Iran

In accordance with *Arizona Revised Statutes 35-391* and *Arizona Revised Statutes 35-393*, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

Date

FORM I
BONDING LETTER, IF APPLICABLE

FORM J

**INSTRUCTIONS FOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. A signed certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a certification prior to purchase of goods or commencement of work.
2. The inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's (Vendor's) contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Awarding Agency's determination whether to award a contract/terminate an existing contract. However, failure of the Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. The certification is a material representation of fact upon which reliance was placed when Awarding Agency awards/renews a contract. If it is later determined that the Vendor/Awarded Contractor knowingly rendered an erroneous certification, Awarding Agency may terminate the contract for cause or default.
4. The Vendor/Awarded Contractor shall provide immediate written notice to Awarding Agency per the instructions specified in the Notice paragraph of the Contract Terms and Conditions if at any time the Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

1. The Vendor/Awarded Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or State agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this submittal/renewal had— one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Vendor/Awarded Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Company Signature

Date

Printed Name & Title

FORM K - ADDENDUM(S) IF ISSUED

Addendums, if issued, will be noticed on Bonfire through the www.pcamerica.org website on the Solicitation Tab.

Vendor must download the addendum; have an authorized person acknowledge the addendum by signing and dating; and submit the addendum with the company's submission or proposal.

If the company has submitted their proposal before the notice is posted, the addendum notice must be submitted by email to pcamerica@pcamerica.org.

FORM L - VENDOR QUESTIONNAIRE AND COMPANY PROFILE

1. Certification of Residency-TEXAS

TEX. GOV'T. CODE § 2252.002, PCA "...may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract (1) in the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer." **This requirement does not apply to contracts involving federal funds.** *TEX. GOV'T. CODE § 2252.004.*

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority Owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a Texas resident. *TEX. GOV'T. CODE § 2252.001.*

City and state of Vendor's principal place of business: _____

Vendor is a Texas "resident bidder" _____ OR a "non-resident bidder" _____

a) Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? Yes No

b) What is the prescribed amount or percentage? \$ _____ OR _____ %

2. Company Contact Information. Vendor must keep the following information up-to-date. E-mail pcamerica@pcamerica.org with any changes.

ADMINISTRATIVE SUPPORT SERVICES (Monthly reporting, payment of admin fees, etc.):

Contact Person: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

E-mail: _____

SALES AND MARKETING CONTACT PERSON:

Contact Person: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

E-mail: _____

3. Which best describes Vendor's position in the distribution channel, if applicable:

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-add reseller | <input type="checkbox"/> Other: _____ |

4. Check all states and territories where Vendor intends to pursue work, even states where you are not currently licensed. Note: Licenses must be obtained before commencement of work

- | | | |
|--|---|---|
| <input type="checkbox"/> All States | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas - see below also |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Kansas | | |
| <input type="checkbox"/> All U.S. Territories | <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Fed. States of Micronesia | <input type="checkbox"/> Northern Mariana Islands | |

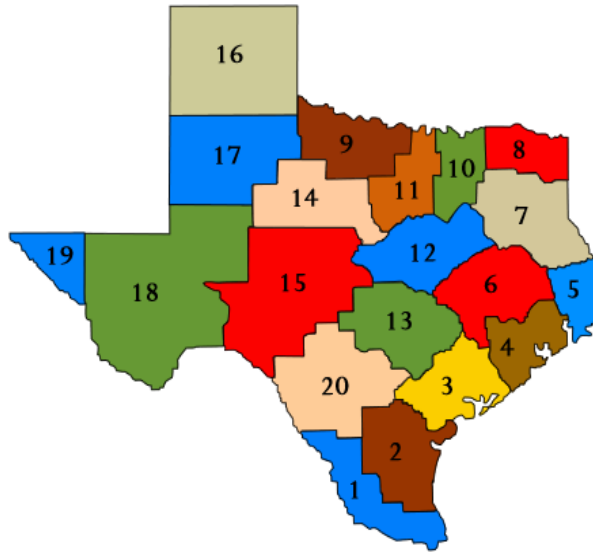
USMCA

- | | |
|---------------------------------|---------------------------------|
| <input type="checkbox"/> Canada | <input type="checkbox"/> Mexico |
|---------------------------------|---------------------------------|

Texas Education Service Center Area (see map next page)

- | | | |
|--|---------------------------------|---------------------------------|
| <input type="checkbox"/> All ESCs | <input type="checkbox"/> ESC 7 | <input type="checkbox"/> ESC 14 |
| <input type="checkbox"/> ESC 1 | <input type="checkbox"/> ESC 8 | <input type="checkbox"/> ESC 15 |
| <input type="checkbox"/> ESC 2 | <input type="checkbox"/> ESC 9 | <input type="checkbox"/> ESC 16 |
| <input type="checkbox"/> ESC 3 | <input type="checkbox"/> ESC 10 | <input type="checkbox"/> ESC 17 |
| <input type="checkbox"/> ESC 4 | <input type="checkbox"/> ESC 11 | <input type="checkbox"/> ESC 18 |
| <input type="checkbox"/> ESC 5 | <input type="checkbox"/> ESC 12 | <input type="checkbox"/> ESC 19 |
| <input type="checkbox"/> ESC 6 | <input type="checkbox"/> ESC 13 | <input type="checkbox"/> ESC 20 |

Texas Education Service Center Areas Reference Map



Special Noticing Requirements of Other States

Pursuant to certain state notice provisions, including but not limited to *Oregon Revised Statutes Chapter 279A.220*, and similar laws in other states, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with PCA and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for responses for purposes of complying with the procedural requirements of said statutes. Lists of political subdivisions and local governments in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

5. Company Profile. Provide:

- a) Official company registered name: _____
- b) Company’s Dun & Bradstreet number and rating: _____
- c) Company’s federal tax identification number (EIN): _____
- d) Number of years company has been in the business described in this solicitation: _____
- e) Organization chart.
- f) Total number of full-time employees: _____
- g) Corporate office location: _____

h) Location(s) of sales/service offices in the state(s) relevant to this solicitation. Include name of key contact and contact information:

i) Description of company's relevant market and company's position within it.

j) If you do not provide a Dun & Bradstreet rating in (b), Company agrees to provide the following financial information, if requested, at any point during the procurement process, before or after contract award:

- If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year.
- If private, Company's audited financial statements for the latest fiscal year, if available.
- Company's failure to provide financial information may impact a potential contract award.

k) Supply your company logo a high-resolution format such as ".eps" OR ".jpg" to be used on the PCA website.

7. **References – Required**

Provide references from at least three (3) customers, preferably governmental entities, that Vendor has provided services to **in the last three years**. Vendor may supply a letter from a company on company letterhead, including contact information.

PCA reserves the right to contact the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(2) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(3) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(4) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(5) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

8. **Insurance - All contracts require proof of insurance; for the purposes of this solicitation, the certificate holder is Awarding Agency /Purchasing Cooperative of America.**

- a) State Vendor's insurance provider: _____.
- b) Provide appropriate documentation to demonstrate compliance with the Insurance Requirements in the Terms and Conditions.

9. **Accounting**

- a) Define company's standard terms of payment.
- b) Discuss the invoicing options company offers and the payment terms for each.

10. **Provide company drug testing policy/plan.**

11. **Quality Assurance/Quality Control Program (QA/QC Plan) If Not Applicable, initial here ____**

If QA/QC Plan is required or necessary, Vendor(s) shall submit an updated QA/QC Plan within 14 calendar days of award and prior to commencement of any work.

The Plan shall:

- a) Detail the day-to-day supervision of work, provide documentation of deficiencies and corrective actions, note subcontract or compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and Member's staff.
- b) Give an overview of the company's customer service department, including hours of operation, number of service centers, etc. Describe company's procedures to monitor the quality of its customer service and products.
- c) Describe company's support procedures. Detail the estimated timeframe from a Member's request to when support is provided and completed.

12. **Marketing Plan - All contracts require a marketing plan**

Vendor shall provide a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to customers/Members and efforts to educate potential PCA Members. The plan should explain how the marketing department will interface with Vendor's management team and Vendor's customers and PCA Members.

13. Corporate Resources and Commitment - Construction ONLY **If Not Applicable, initial here _____**

Corporate resources and commitments are important as indicators of the respondent’s commitment and ultimate success. Vendors must include the following information in their responses:

- a) Has a corporate officer been assigned to the program? Yes No
- b) Does the corporate officer understand his role in providing the resources necessary for the program? Yes No
- c) Does corporate understand the need for prompt payment of subcontractors? Yes No
- d) Does the company have business procedures and a business manager assigned to this program that will conform to the solicitation? Yes No
- e) Has corporate made a commitment to work with small and disadvantaged businesses within the local community? Yes No
- f) Has the company committed the people long-term to this program for continuity? Yes No
- g) Does corporate acknowledge PCA’s Member’s right to proposed changes in key personnel and to reserve the right to remove Vendor personnel for any reason? Yes No

14. Warranty Information, if Applicable **If Not Applicable, initial here _____**

- a) Length of standard warranty on parts/equipment/materials _____
- b) Length of standard warranty on installation/service _____
- c) Does Vendor provide extended warranties and/or maintenance contracts at an additional cost to Members? No _____ Yes _____
 If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- d) Is warranty coverage dependent on any specific requirements? No _____ Yes _____
 If yes, explain.
- e) If Vendor’s product(s) is/are deemed defective, what is the replacement process and turnaround time? _____
- f) Does Vendor provide a quality guarantee on its product(s)/service(s)? Yes_____ No_____
 If so, provide a description.

15. ISO Certification - **If “Yes” Vendor must provide a copy of the ISO certification letter(s).**

Vendor is ISO certified: Yes No

16. HUB, MWBE, VOSB, SBE, etc. Participation - Vendor must provide a copy of letter(s) or **certificate(s) for Due Diligence requirements.**

Vendor is certified: Yes No

If Yes, state the certification(s) here: _____

Some PCA Members have specific goals for use of HUBs, etc., including subcontracting requirements, and will require that a plan be submitted to meet their goals. See *TEX. GOV'T. CODE, Chapter 2161*.

State percentage of Vendor's business with HUB/WMBE/SBE subcontractors: _____%

17. Awards/Certificates/Licenses

- a) List environmental, social or industry standards awards or recognition Vendor has received. Provide documentation.
- b) Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.
- c) List company and staff certifications and licenses that may be brought to this cooperative program.

18. Company Delivery Policy. State fully your delivery terms and conditions, including:

- a) Minimum order for free delivery
- b) Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.)
- c) Delivery time and fill rate
- d) Establish delivery schedule(s), where the requirement permits, which encourage participation by Small and Disadvantaged Businesses (2 C.F.R. § 200.321)

19. Freight, Deliver, Inspection & Acceptance, if applicable. **If Not Applicable, initial here _____**

20. Provide company safety plan, if applicable. **If Not Applicable, initial here _____**

21. Provide Subcontracting Plan, if applicable. **If Not Applicable, initial here _____**

22. Provide Safe and Secure Plan, if applicable. **If Not Applicable, initial here _____**

23. List all other cooperative contracts currently held by Vendor:

COOPERATIVE NAME – DISCOUNT OFFERED – EXPIRATION DATE Check here, if none.

24. If awarded a contract, an award packet will be mailed to facilitate a “kick-off” training either by meeting at the PCA office or by phone conference. Provide the contact information for where PCA should send the award packet:

Printed Name of Person to Contact: _____

Address: _____

Phone #: _____ **Email:** _____

Tab 5 - SCOPE AND SPECIFICATIONS

SCOPE

It is the intent of Awarding Agency and Purchasing Cooperative of America to establish a one-year (1 year) contract with four (4) subsequent automatic annual renewals for one or more Vendors to furnish and/or deliver Janitorial Products, Equipment, and Related Items on behalf of Awarding Agency and PCA Members, meeting the selection criteria for Texas and certain other states with similar laws. Proposers are requested to submit a proposal for offering total line of available products and services that are commonly purchased by public entities, including government agencies and school districts.

Awarding Agency/PCA is seeking to contract on a local, regional, statewide and/or national basis with one or more companies with the experience and qualifications for providing Janitorial Products, Equipment, and Related Items and meeting the compliance requirements for working with public agencies including, but not limited to, public institutions such as government agencies, hospitals, law enforcement agencies and courts, educational institutions such as K-12, public and junior college systems, universities, cities and counties, as well as some non-profit organizations such as charter schools and religious institutions.

National Institute of Governmental Purchasing (NIGP Codes) including, but not limited to:

192 Cleaning Compositions – Detergents, Solvents, Strippers, etc.
485 Janitorial Supplies, General Line
486 Janitorial Supplies, General Line – Environmentally Certified
486 65 Janitorial Equipment

Ability to Provide the Required Product(s) and/or Perform the Required Service(s)

Provide the following information in this Tab, under this heading:

- Detail any and all skills, knowledge, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, and licenses to perform and do business with PCA Members.
- Confirm that the proposed products/services meet or exceed the specifications detailed in the solicitation and the proposed pricing complies with state and local requirements.
- Briefly describe Vendor's variety of products and services Vendor is offering to PCA Members through this solicitation including providing options and capabilities for corrective measures.
- Manufacturer's Representative: Vendors must be approved by the manufacturer to sell and/or install the brand of products submitted. Vendors must be able to submit an approval letter from each manufacture with their proposal to the PCA member. Manufacturer authorization letters must include the regions the Vendor is authorized to sell their product.

It is the responsibility of the dealers or distributors submitting a response to this RFP for products listed herein (or as a manufacturer's representative) to include with their proposal:

- (1) documented evidence from or between the Vendor and the manufacturer certifying that the dealers or distributor is a bona fide manufacturer's agent for the specific products or services proposed;
- (2) evidence that the Vendor is qualified and experienced to assess existing conditions.
- (3) develop and submit manufacturer acceptable solutions for the product lines offered; and
- (4) evidence that the Vendor has a good track record with the product.

- The Vendor shall provide training on equipment operation and servicing to the PCA Member.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

These contracts will enable PCA Members to purchase on an "as needed" basis from competitively awarded contracts with high performance Vendors. Responders are requested to submit a proposal offering their total line of available products and services commonly purchased by government agencies, educational institutions and non-profit organizations. Vendors are encouraged to offer any product or service that they currently perform in their normal course of business in regard to the request of this solicitation.

Responses can be made for any or all services and products regarding Janitorial Products, Equipment, and Related Items as listed, but not limited to, in this Scope section; and also those applicable "Value Add" products and services which must include pricing to be considered for award.

PCA solicitations stress the importance of including 'Value Add' items to the vendor's offering of products/services to emphasize the concept of "best value" other than "low price". 'Value Add' components may include:

- (1) Providing expert advice/consultation.
- (2) Bundling and packaging desirable packages, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.
- (3) Service levels to differentiate yourself not only by providing a higher level of service but by adding different levels of service based upon someone's size, frequency or amount of purchase. For example, you may want to have gold or platinum or silver levels of service that people qualify for, are willing to pay for, and receive when they do business with you.
- (4) Frequent buyer programs.
- (5) Transition and education teams to help them to be better able to utilize the products or services that you sell them.
- (6) Recognition and reward levels to clients or customers based upon their ability to utilize your product/service, maximize its potential, buy certain levels from you, etc.
- (7) Training.
- (8) Dedicated personnel to handle your customer's accounts personally.
- (9) Free or reduced-price delivery and/or set up charges.
- (10) Related components or parts or services.
- (11) Products/services that are adjunct to the contract.

The Vendor must be willing, able and have the capacity to manufacture or obtain and deliver all supplies, materials and equipment necessary to install equipment to meet the individual member's needs. PCA is seeking Vendor(s) who can provide a range of products and services to meet the individual member's needs. All products and services offered in response to this RFP must meet Member's specifications and be performed in strict accordance with federal, state, local and industry standards.

In association with services, Vendor shall prepare notifications, certifications or any other documents that are required by applicable laws and shall also distribute and retain in its records copies of all such documents as required by applicable laws.

Vendor shall provide general instructional services at no added cost to PCA Members with respect to the covered services. If requested to do so, Vendor shall assist Member to select age appropriate materials and advise Member of the safe use of materials selected.

As necessary, supply MSDS information for chemicals and paint, etc.

Information within the RFP response will enable the evaluation committee to determine qualified Vendors that can provide PCA Members with best value for the requested products and services. Vendor shall, at the request of any Member institution, perform covered services under the terms of this agreement.

SPECIFICATIONS

Description of Product(s) and/or Service(s)

Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.

Describe product(s) and/or service(s) Vendor is proposing to provide PCA Members. Provide a matrix that will allow PCA to readily compare the Vendor's products and/or services offering with other Vendors' products and services, if available.

Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.

Proposers are requested to offer their line of available products and services that are commonly purchased by governmental entities and educational institutions. Proposers are encouraged to offer any product or service that they currently perform in their normal course of business.

The following is a suggested list of Janitorial Products, Equipment, and Related Items this RFP is seeking. These products/services may include, but are not limited to:

- Dilution Control
- Green Products
- Industrial Paper and Dispensers
- Hard Floor Care – Mops, buckets, brooms, etc.
- Carpet Care – Vacuums (HEPA, etc.), Other Carpet Care equipment.
- Restroom Care – Disinfectants, dispensers, paper products, Female & Male items, etc.
- Waste Receptacles and Liners
- Recycling – Containers, etc.
- Machines and Accessories – Compressors, compactors, floor cleaners, etc.
- Laundry and Kitchen – towels, soaps, dispensers, etc.
- Industrial Tools & Supplies
- Hazardous Waste Supplies
- Window and Glass Cleaners
- Paper Products – Tissues, towels, bags, etc.
- Soaps, detergents, and other cleaning liquids and items
- Other Janitorial Products and Equipment
- Maintenance and Repair of Equipment

Equipment

PCA encourages all suppliers to respond in a way that will allow for all their offerings and services to be provided to any of our current or potential members. Electronic catalogs should accompany the supplier's response. Suppliers responding should provide lists that show any discount off their list price for all items that may be sold by the supplier. The discount shall be across their entire product offerings, across categories provided by supplier, or by manufacturer.

Equipment Service

Suppliers providing janitorial equipment maintenance and repair under this contract should submit their pricing on an hourly rate for the various services they plan to offer. Suppliers should list the various services and what they include. The hourly rates provided should be a "not to exceed amount". Members are able

to negotiate these rates at the time of purchase considering the amount of service needed and type. PCA is not looking for janitorial cleaning services in this RFP. The services in this RFP are to compliment a supplier providing cleaning products, equipment, and supplies under this RFP and may include, but not limited to, equipment repair, equipment maintenance, and training.

Requirements

All products proposed under this RFP should comply with all local, state, and federal laws, including industry guidelines and standards. Suppliers shall have all MSDS sheets available at the request of any members

For supplies, Vendor shall provide a published commercially available catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other form that:

- Is regularly maintained by a manufacturer or contractor, and
- Is either published or otherwise available for inspection by customers, and/or the general public.

The published commercially available catalog shall include, at a minimum:

- The contractor's stock keeping number (SKU)
- A complete and accurate description of the item
- The unit of measure (UOM)
- The quantity in the unit of measure (QUOM)
- List Price/MSRP

Description of 'Value Add' Product(s) and/or Service(s)

Vendor should describe any items Vendor can offer of value to enhance contract opportunities. Vendor must demonstrate a successful track record in the provision of these products.

Vendor shall include with their response to this solicitation, the detailed specifications and pricing for each item and service listed as a 'Value Add' item.

Include any additional information Vendor believes PCA should have when making its decision concerning contract award(s), if any. Detail any 'Value Add' options offered by Vendor; if 'Value Add' options are best described in a line item format, add 'Value Add' items to the designated area at the end of the line item list and clearly identify "Value Add" products and services offered. Failure to include applicable specifications may result in 'Value Add' items not being considered for or included in an awarded contract.

Description of Experience

Vendor must show a minimum of two (2) years' experience in the required capabilities requested under this solicitation. Vendor may subcontract with other firms to fulfill requirements for those areas being sought.

Provide the company's capabilities (as applicable) for each of the areas being sought.

NOTE: Experience can include capabilities and experience of officers of corporation to satisfy the minimum.

Warranty/Guarantee

All products purchased under this solicitation shall be **NEW** and free from defects unless rehabilitation of existing product is authorized by PCA Member and is considered part of Vendor's standard of care.

Bonding Requirements, if Applicable

If Not Applicable, initial here _____

Vendor must describe its bonding capacity and Vendor's maximum level of bonds that it may obtain at any one time. Vendor must submit a letter from a surety company that is licensed to do business in the State of Texas attesting to its willingness to bond. Companies should provide documentation (letters) for their

maximum use under this contract. Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Vendors may need to provide additional capacity as Job Orders increase. Please list bond rate. The actual cost of the bond will be a pass-through to the PCA Member and added to the Purchase Order. All bonds must be reconciled at the end of the project.

Safety Plan, If Applicable**If Not Applicable, initial here ____**

Vendor must submit a safety plan, and, if required or necessary, Vendor shall submit an updated, detailed safety plan within 14 business days of award and prior to commencement of any work. The plan should specifically address how the Vendor will implement the plan with subcontractors, including OSHA compliance, environmental compliance, drug testing, trend analysis, and noncompliance corrective action; whether a safety officer will interact with the PCA Member's staff; and the management of safety and environmental issues while working in occupied areas.

Subcontracting Plan, If Applicable**If Not Applicable, initial here ____**

Vendors shall submit a subcontracting plan, and, if required or necessary, Vendor(s) shall submit an updated subcontracting plan within 14 calendar days of award and prior to commencement of any work. Vendor(s) must pre-qualify their subcontractors. The plan shall explain the subcontracting procedures, provide assurances that the subcontractors meet the high standards detailed in the RFP, include a subcontractor's log, subcontractor qualification form, felony conviction notice, and child and sex offender notice. This plan must also address how Vendor will implement his safety plan with subcontractors. (Vendor may reference its safety plan). The subcontractors will be held to the same standards as Vendor, and Vendor shall be responsible for the supervision of all subcontractors. The plan must address attracting, utilizing, and mentoring small and disadvantaged businesses. The subcontracting plan must also address how Vendor will institute a prompt payment plan upon completion and acceptance of the work and how progress payments will be made to subcontractors on long-term Job Orders. The plan must detail how Vendor will make subcontractors aware of the requirements of the RFP, including regarding safe and secure schools, prior to starting projects.

Vendor is responsible under this contract for the actions all their subcontractors and for the quality of the work performed.

Safe and Secure Schools Plan, If Applicable**If Not Applicable, initial here ____**

It is the policy of PCA to promote safe and secure schools. Vendors must detail how they intend to comply with the below requirements. All Vendors and subcontractors are responsible for ensuring employees on the job site are in compliance with the following:

- No drugs, alcohol, or tobacco on PCA or PCA Members' property. All Awarded Agency and most PCA Members' property and facilities are drug-free zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on PCA Members' property or building. If Vendor has a drug testing policy, attach a copy of the policy.
- No weapons on school grounds with the exception of normal tools used in construction.
- Convicted child and sex offenders may not work on school grounds.

Environmental Initiatives**If Not Applicable, initial here ____**

Awarded Agency/PCA is committed to reducing waste and promoting energy conservation. Toward that end, Vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

Awarding Agency/PCA Reservations

PCA reserves the right to:

- Cancel this solicitation in whole or in part, at the sole discretion of PCA.
- Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Awarded Agency/PCA and/or PCA Members.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of PCA and/or PCA Members; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality and equality with the Member.
- Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in PCA sole discretion.
- In auditing projects completed by the Vendor, PCA reserves the right to make all decisions regarding this RFP, including, without limitation the right to decide whether a proposal substantially complies with the requirements of this RFP.
- Remove, for any reason, Vendor personnel working under this contract.

Compliance with Specifications and Contract

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation. Vendor is required to respond to all requests identified in this RFP and indicate acceptance or objection to the terms of the solicitation and the Contract Terms and Conditions. Any exceptions to the terms in the RFP or the Contract Terms and Conditions must be clearly indicated in Vendor's proposal. Deviations or exceptions stipulated in Vendor's response may result in disqualification. Any language to the effect that Vendor does not consider this solicitation to be part of a contractual obligation may result in Vendor's proposal being disqualified.

By submitting a proposal, Vendor represents that they have read and understands the solicitation and the Contract.

No equipment or products shall be delivered until a written Purchase Order from PCA Member is received by the Vendor. Any work performed under a Purchase Order before Vendor's receipt of the written Purchase Order *is at the Vendor's risk.*

Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Any Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the project completion time stated in the Purchase Order, and the rights and obligations of Vendor and PCA Member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

Freight, Delivery, Inspection & Acceptance

All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during PCA Member's Regular Hours.

After a contract has been awarded, Vendor shall deliver the conforming products or services procured under this Contract to PCA Member within ten (10) business days of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from PCA Member for the delayed delivery.

If defective or incorrect products are delivered, the PCA Member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the PCA Member. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

PCA Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, PCA Member may procure its needs from alternative sources without penalty.

TAB 6 – PRICING

The PCA Administrative Fee of two percent (2%) shall be included as part of overhead cost on Delivery/Purchase Orders and Invoices and not listed as a separate line item on the delivery/purchase order.

Present the PCA discount from your published standard Price List of products and/or services (website, etc.) along with any 'Value Add' items being included that are being proposed. The Vendor shall list published pricing with discount and additional volume price break ranges, if applicable. Vendors meeting the technical requirements, PCA may conduct a market basket survey of the presented items to establish a mean median average for the whole. Vendors falling within the average range may be recommended for an awarded Awarding Agency/PCA Contract.

Best Price

Provide your plan for best pricing for Members. PCA expects that Vendor's response to this submittal will be their Best Price offered all governmental, cooperative or retail customers. Provide your plan for best pricing for PCA Members. Note that additional discounts may be negotiated between the Vendor and Member as long as other member agencies who meet the same criteria are offered an equal discount. The Purchase Order should reflect the additional discounts agreed upon.

Price Lists Submittals

Price Lists shall be submitted in a format that is easily understood and includes the information requested below. Submit Price Lists and/or catalogs in electronic form only. Respondents must submit products, services, warranties, etc.

Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular Vendor and the pricing per item. Electronic price lists must contain the following (if applicable):

- Manufacturer part number
- Vendor part number-if different from manufacturer part number
- Description
- Manufacturer's suggested list price
- Vendor's discount and net price
- Catalog items should have a percent discount off manufacturers suggested pricing and rentals should show a discount off the rental price available to the public.
- Price lists shall be uploaded in Tab 6.

Vendor shall fully explain their pricing structure including:

- Core items list, if offered
- Tiered pricing based on volume, including break points, if applicable
- Variable discounts by category, if applicable
- How services are priced: training, repairs, changes/additions, etc.
- Manufacturer's certificate for your company as a Re-Seller/Installer

Online Vendors

- Outline ordering procedure
- If Vendor has a store affiliation, provide an explanation of the online-store relationship and related pricing.

Labor, if applicable

If any installation of products is to be involved, list any installation duties and cost, either hourly labor rate or standard one-time installation cost.

Delivery

PCA promotes free delivery to its Members. However, we understand that this is not realistic in all circumstances. Please state fully your delivery terms and conditions including:

- Minimum order for free delivery
- Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.)
- Delivery time and fill rate

No PCA fee will be charged on any delivery charges. If delivery charges are involved, the actual shipping costs and associated charges will be a direct pass-thru to the member.

Purchase Order Reference

All issued and approved Purchase Orders/Work Order(s) showing PCA pricing under this contract must have PCA OD-305-20 Janitorial Supplies, Equipment, and Related Items referenced on purchase order/work order(s) and invoices(s). This information is the PCA Member's purchase justification, keeps them compliant with state and local purchasing policy, and assists the PCA Member with their periodic audits.

New Product and Price Adjustment Policy

NEW PRODUCTS/SERVICES can be added to the Vendor's contract when they become available for purchase. New products/services must meet contract specification. New products/services cannot be purchased under this contract until PCA have reviewed the Vendor's request, and approved and executed a contract amendment. A written request from a person with company signature authority to amend the contract must be submitted to PCA on company letterhead, and include:

- Product/Service description
- Pricing
- Explanation (for example; new product/service or replacement for X product/service)
- Vendor contact information (in case of questions/clarification/discussion)

PRICE DECREASES may be accepted for existing products/services at any time during the contract term. This contract amendment must be submitted in writing on company letterhead from a person with company signature authority. PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)

PRICE INCREASE requests must be tied to a market indicator such as the Cost Price Index (CPI) or Consumer Cost Index (CCI) or an equivalent justification. The request to amend the contract must be submitted in writing on company letterhead, and signed by a person with company signature authority. PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)

TAB 4 - SIGNATURE FORMS AND CHECKLIST

This checklist is provided for your convenience. Complete and submit all of the attached forms:

<u>Form #</u>	<u>Form Title</u>
<input checked="" type="checkbox"/>	A. Contract First Page for entering Company Legal Name
<input checked="" type="checkbox"/>	B. Contract Acceptance and Signatures Form Texas Law Requirement: Submitting a signed Contract Acceptance and Signatures Form is required. If this Form is NOT SIGNED, the response will be DISQUALIFIED. B cont'd - Exceptions: This form MUST be filled out if there are ANY EXCEPTIONS to the contract to be considered by Awarding Agency/PCA. Follow the instructions on the form, enter the legal company name, date, and obtain an authorized signature. If there are no exceptions, this form does not need to be signed.
<input checked="" type="checkbox"/>	C. Conflict of Interest Questionnaire
<input checked="" type="checkbox"/>	D. Antitrust Certification Statement
<input checked="" type="checkbox"/>	E. W-9 Request for Taxpayer Identification Number and Certification
<input checked="" type="checkbox"/>	F. Vendor Certification Forms
<input checked="" type="checkbox"/>	G1. SB 9 Contractor Certification: Contractor Employees
<input checked="" type="checkbox"/>	G2. SB 9 Contractor Certification: Subcontractor
<input checked="" type="checkbox"/>	H. Contractor Certification-Arizona Requirement
<input checked="" type="checkbox"/>	I. Bond Letter, If Required
<input checked="" type="checkbox"/>	J. Certification Regarding Debarment, Suspension and Other Responsibility Matters
<input checked="" type="checkbox"/>	K. Addendum(s), If Issued
<input checked="" type="checkbox"/>	L. Vendor Questionnaire and Company Profile

FORM A TAB 3 - CONTRACT TERMS AND CONDITIONS**CONTRACT BETWEEN**

City of O'Donnell **(“PCA AWARDING AGENCY”)**

AND

All Things Contracted, LLC **(“VENDOR”)**

FOR**JANITORIAL PRODUCTS, EQUIPMENT, AND RELATED ITEMS**

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-305-20 issued by Purchasing Cooperative of America (“PCA”) (“Cooperative”) and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by the Awarding Agency/PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term “Contract,” as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent’s entire response to the solicitation;
- Respondent’s Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor’s response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor’s response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member’s specific project. In the event of a conflict between this Contract and the Supplemental Contract,

Form B – Contract Acceptance and Signatures
Must be signed at Submission of Proposal

Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor’s response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: All Things Contracted, LLC

Address: 19280 W. Adams St

City/State/Zip Code: Buckeye, AZ 85326

Phone: 901-605-9371 Email: janis@allthingscontracted.com

Janis Orman 04/14/2020
Authorized Company Signature Date

Printed Name, Title: Janis Orman Owner-President

Acceptance by Awarding Agency

Term of Contract _____ to _____

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. **Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.**

Awarding Agency Authorized Signature Date

Printed Name: _____

Form B continued – Compliance and Exceptions Form
(fill-out only if there are exceptions)

In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

List all exceptions your company is submitting:

INSTRUCTIONS

1. Use additional pages, as necessary.
2. Signature below is only required if the box is checked and there are exceptions listed above.

Awarding Agency /PCA will consider any exceptions indicated above in its contract award decisions.

Awarding Agency /PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

Company Name (Please Print) _____

Authorized Signature: _____

Date: _____

FORM C – CONFLICT OF INTEREST QUESTIONNAIRE

To comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*, any company that does business with Awarding Agency must fill out a Conflict of Interest Questionnaire (CIQ) **whether or not a conflict of interest exists.**

A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with a Member of the Awarding Agency approving Board, Council, or other approving Authority, or with a local government officer listed below or a family Member resulting in the officer or family Member receiving taxable income, and/or
- (2) Your company has given one of the Awarding Agency's local government officers or family Member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250.00 in the twelve (12)-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with PCA.

IF NO CONFLICT OF INTEREST EXISTS, YOU MUST FILL OUT BOX 1 AND TYPE N/A ON BOX 3 OF THE CIQ FORM, SIGN, AND DATE IT.

Going forward, a Conflict of Interest Questionnaire must be filed within **seven (7) business days** after the company becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>All Things Contracted, LLC</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> 04/14/2020 _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

**Form D – Antitrust Certification Statement
TEX. GOV'T. CODE §2155.005**

I affirm under penalty of perjury of the laws of the State of Texas that:

- I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (“Company”) listed below;
- In connection with this proposal, neither I nor any representative of the Company has violated any provision of the *TEX. BUSINESS & COMMERCE CODE, Chapter 15, Texas Free Enterprise and Antitrust Act*,
- In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I further affirm under penalty of perjury of the laws of the State of Texas that:

- The proposal submitted by the Company is genuine and is not collusive or sham;
- The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from responding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other Vendor, or to secure any advantage against Awarding Agency or any person interested in the proposed contract; and
- All statements in Vendor’s proposal are true.

<p>Vendor: <u>All Things Contracted, LLC</u></p> <p>Address: <u>19280 W Adams St</u> <u>Buckeye, AZ 85326</u></p> <p>Phone: <u>901-605-9371</u></p> <p>Fax: _____</p>	<p>Company Official Authorizing Response:</p> <p align="center"><i>Janis Orman</i> <u>Signature</u></p> <p align="center">Janis Orman <u>Printed Name</u></p> <p align="center">Owner - President <u>Title</u></p>
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Form E

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	Janis Orman		
	2 Business name/disregarded entity name, if different from above	All Things Contracted, LLC		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:	<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.)	19280 W Adams St		
	6 City, state, and ZIP code	Buckeye, AZ 85326		
	7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																					
Social security number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> </table>											or Employer identification number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:10%;">8</td> <td style="width:10%;">2</td> <td style="width:10%;">-</td> <td style="width:10%;">3</td> <td style="width:10%;">3</td> <td style="width:10%;">2</td> <td style="width:10%;">5</td> <td style="width:10%;">3</td> <td style="width:10%;">5</td> <td style="width:10%;">5</td> </tr> </table>	8	2	-	3	3	2	5	3	5	5
8	2	-	3	3	2	5	3	5	5												
<small>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</small>																					

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ <i>Janis Orman</i>	Date ▶ 04/14/2020
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) 	<ul style="list-style-type: none"> • Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
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Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 901.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1994) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box. Instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner ¹
	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form F – Vendor Certifications Form

TEXAS FAMILY CODE

As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all responders must complete and submit the following affidavit:

I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is eligible to respond or receive a state contract.

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. (1.) The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2.) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

ANTI-LOBBYING APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U. S. CODE. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that: (1.) No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract. (2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

I, the Vendor, certify that I am in compliance with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act of 1970*, as amended (42 U.S.C. 1857(h)); Section 508 of the *Clean Water Act*, as amended (33 U.S.C. 1368), *Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15* as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

RECORDS ACCESS AND RETENTION REQUIREMENTS

2 C.F.R. § 200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the 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. **2 CFR § 200.333.** When federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

BUY AMERICA PROVISIONS

I, the Vendor, am in compliance with all applicable provisions of the **Buy America Act**. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Buy American Act (1933) applies to direct U.S. federal procurement, covers specified products, and requires the U.S. government to prefer domestic goods and services unless the head of the agency involved in the procurement has determined that the prices of the domestic suppliers are “unreasonable” or that the purchase would be “inconsistent with the public interest.” The Act contains exceptions in terms of trade agreements.

Buy America Act (1983) applies only to mass-transit-related procurements such as highways, bridges, transit systems and terminal programs valued over \$100,000 and funded at least in part by federal grants issued by the Federal Transit Administration and Federal Highway Administration. Under Buy America, federal-aid funds may not be obligated for a project unless iron and steel products used in such projects are manufactured in the United States--with some exceptions.

NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. **The Vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable.**

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Awarding Agency/PCA to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor understands that the *Family Educational Rights and Privacy Act (FERPA)*, 20 U.S.C. § 1232(g), governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE §44.034, Notification of Criminal History of Contractors, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

STATE OF TEXAS FRANCHISE TAX

By submitting a response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

OSHA

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, *the Occupational Safety and Health Administration (OSHA)*. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency /PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

PREVAILING WAGE RATES

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, *TEX. GOV'T. CODE § 2258*, applicable to the construction of a public work, and any related federal requirements, including the *Davis-Bacon Act*, (40 U.S.C. Section 276a et seq.), and its subsequent amendments. In the event *TEX. GOV'T. CODE § 2258* applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with FEMA requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per *TEX. GOV'T. CODE § 2258.023*. Also, *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX
II 2 CFR PART 200 (EDGAR)**

I, the undersigned Vendor, acknowledge the following: (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the *Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when a PCA Member expends federal funds, PCA Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. (B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.) When PCA Member expends federal funds, PCA Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. PCA Member also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if PCA Member believes, in its sole discretion that it is in the best interest of PCA Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by PCA Member as of the termination date if the contract is terminated for convenience of PCA Member. Any award under this procurement process is not exclusive and PCA Member reserves the right to purchase goods and services from other Vendors when it is in PCA Member's best interest.

**DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED
BY U.S. GOVERNMENT OR STATES**

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the List of Specially Designated Nationals and Blocked Persons (the "SDN List"). Texas Government Code (Subchapter F), Chapter 2252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan or foreign terrorist organizations: other states may have similar laws.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

PCA/ Awarding Agency or Vendor may not enter into a contract for goods or services with a company that boycotts Israel. Texas Government Code (Subchapter F), Chapter 2270, requires companies contracting with state entities to affirm they do not boycott Israel, and forbids Texas agencies from conducting business with companies that do; other states may have similar laws. By signing this agreement, the Vendor certifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

CERTIFICATION

It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the solicitation, and in the Contract.

Vendor Name: All Things Contracted, LLC

Printed Name and Title of Authorized Representative: Janis Orman

Signature of Authorized Representative:  Date: 04/14/2020

FORM G1 – SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES**Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to Awarding Agency that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency and/or the PCA Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by Awarding Agency or an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under *TEX. EDUC. CODE* §22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under Title 5, *Texas Penal Code*;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, *TEX. CR. CODE ANN.*; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of All Things Contracted, LLC ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Awarding Agency that [**check one**]:

None of Vendor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

- Some or all of Vendor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify PCA in writing **within 3 business days**.
 - (3) Upon request, Vendor will provide PCA Member with the name and any other requested information of covered employees so that PCA Member may obtain criminal history record information on the covered employees.

If PCA Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at PCA Member.

I also certify to Awarding Agency on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE*, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Janis Orman
Signature

Owner-President
Title

04/14/2020
Date

FORM G2 – SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR

Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to Member and to the Vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

Definitions

Covered employees: Employees of a Vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Awarding Agency or other co-op Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) A felony offense under *Title 5, TEXAS PENAL CODE*;
 - (b) An offense on conviction for which a defendant is required to register as a sex offender under *Chapter 62, TEX. CR. CODE ANN.*; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with All Things Contracted, LLC ("Vendor"), to provide services in connection with the contract between Awarding Agency and Vendor. I, the authorized signatory for Subcontractor, certify to Awarding Agency and Contractor that **[check one]**:

None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

- Or -

- Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify PCA in writing **within three (3) business days**.
 - (3) Upon request, Subcontractor will provide Awarding Agency with the name and any other requested information of covered employees so that Awarding Agency may obtain criminal history record information on the covered employees.

If a Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at Member.

I also certify to Awarding Agency and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE, Chapter 22*. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Janis Orman
Signature

Owner-President
Title

04/14/2020
Date

FORM H – CONTRACTOR CERTIFICATION-ARIZONA REQUIREMENT

Contractor’s Employment Eligibility

By entering into the contract, Contractor warrants compliance with the *Federal Immigration and Nationality Act (FINA)*, and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate.

Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The Vendor complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the participating entities in which work is being performed.

Fingerprint & Background Checks (Arizona requirement)

If required to provide services on school district property at least **five (5) times** during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Vendors and their employees shall not provide services on school district properties until authorized by the District.

The Vendor shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Business Operations in Sudan, Iran

In accordance with *Arizona Revised Statutes 35-391* and *Arizona Revised Statutes 35-393*, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.


Signature of Respondent

04/14/2020

Date

FORM I
BONDING LETTER, IF APPLICABLE

FORM J**INSTRUCTIONS FOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. A signed certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a certification prior to purchase of goods or commencement of work.
2. The inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's (Vendor's) contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Awarding Agency's determination whether to award a contract/terminate an existing contract. However, failure of the Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. The certification is a material representation of fact upon which reliance was placed when Awarding Agency awards/renews a contract. If it is later determined that the Vendor/Awarded Contractor knowingly rendered an erroneous certification, Awarding Agency may terminate the contract for cause or default.
4. The Vendor/Awarded Contractor shall provide immediate written notice to Awarding Agency per the instructions specified in the Notice paragraph of the Contract Terms and Conditions if at any time the Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

1. The Vendor/Awarded Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or State agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this submittal/renewal had— one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Vendor/Awarded Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Janis Orman

 Authorized Company Signature

04/14/2020

Date

Janis Orman Owner-President

 Printed Name & Title

FORM K - ADDENDUM(S) IF ISSUED

Addendums, if issued, will be noticed on Bonfire through the www.pcamerica.org website on the Solicitation Tab.

Vendor must download the addendum; have an authorized person acknowledge the addendum by signing and dating; and submit the addendum with the company's submission or proposal.

If the company has submitted their proposal before the notice is posted, the addendum notice must be submitted by email to pcamerica@pcamerica.org.

FORM L - VENDOR QUESTIONNAIRE AND COMPANY PROFILE**1. Certification of Residency-TEXAS**

TEX. GOV'T. CODE § 2252.002, PCA "...may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract (1) in the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer." **This requirement does not apply to contracts involving federal funds.** *TEX. GOV'T. CODE § 2252.004.*

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority Owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a Texas resident. *TEX. GOV'T. CODE § 2252.001.*

City and state of Vendor's principal place of business: Buckeye, AZ 85326

Vendor is a Texas "resident bidder" _____ OR a "non-resident bidder"

a) Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? Yes No

b) What is the prescribed amount or percentage? \$ _____ OR _____ %

2. Company Contact Information. Vendor must keep the following information up-to-date. E-mail pcamerica@pcamerica.org with any changes.

ADMINISTRATIVE SUPPORT SERVICES (Monthly reporting, payment of admin fees, etc.):

Contact Person: Janis Orman Title: Owner-President

Company: All Things Contracted, LLC

Address: 19280 W Adams St

City: Buckeye State: AZ Zip Code: 85326

Phone: 901-605-9371 Cell: 901-605-9371

E-mail: janis@allthingscontracted.com

SALES AND MARKETING CONTACT PERSON:

Contact Person: Janis Orman Title: Owner-President

Company: All Things Contracted, LLC

Address: 19280 W Adams St

City: Buckeye State: AZ Zip Code: 85326

Phone: 901-605-9371 Cell: 901-605-9371

E-mail: janis@allthingscontracted.com

3. Which best describes Vendor's position in the distribution channel, if applicable:

- | | |
|--|---|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input checked="" type="checkbox"/> Authorized distributor | <input checked="" type="checkbox"/> Manufacturer marketing through reseller |
| <input checked="" type="checkbox"/> Value-add reseller | <input type="checkbox"/> Other: _____ |

4. Check all states and territories where Vendor intends to pursue work, even states where you are not currently licensed. Note: Licenses must be obtained before commencement of work

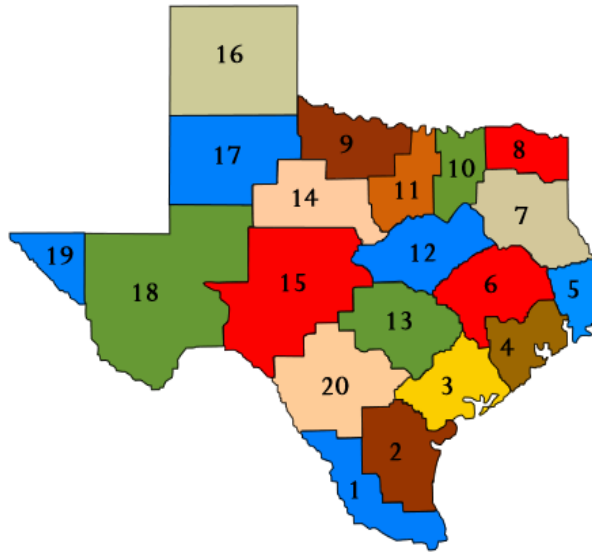
- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> All States | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas - see below also |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Kansas | | |
| <input type="checkbox"/> All U.S. Territories | <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input checked="" type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Fed. States of Micronesia | <input type="checkbox"/> Northern Mariana Islands | |

USMCA

- | | |
|--|---------------------------------|
| <input checked="" type="checkbox"/> Canada | <input type="checkbox"/> Mexico |
|--|---------------------------------|

Texas Education Service Center Area (see map next page)

- | | | |
|---|---------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> All ESCs | <input type="checkbox"/> ESC 7 | <input type="checkbox"/> ESC 14 |
| <input type="checkbox"/> ESC 1 | <input type="checkbox"/> ESC 8 | <input type="checkbox"/> ESC 15 |
| <input type="checkbox"/> ESC 2 | <input type="checkbox"/> ESC 9 | <input type="checkbox"/> ESC 16 |
| <input type="checkbox"/> ESC 3 | <input type="checkbox"/> ESC 10 | <input type="checkbox"/> ESC 17 |
| <input type="checkbox"/> ESC 4 | <input type="checkbox"/> ESC 11 | <input type="checkbox"/> ESC 18 |
| <input type="checkbox"/> ESC 5 | <input type="checkbox"/> ESC 12 | <input type="checkbox"/> ESC 19 |
| <input type="checkbox"/> ESC 6 | <input type="checkbox"/> ESC 13 | <input type="checkbox"/> ESC 20 |

Texas Education Service Center Areas Reference Map**Special Noticing Requirements of Other States**

Pursuant to certain state notice provisions, including but not limited to *Oregon Revised Statutes Chapter 279A.220*, and similar laws in other states, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with PCA and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for responses for purposes of complying with the procedural requirements of said statutes. Lists of political subdivisions and local governments in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

5. Company Profile. Provide:

- a) Official company registered name: All Things Contracted, LLC
- b) Company's Dun & Bradstreet number and rating: 080692249
- c) Company's federal tax identification number (EIN): 82-3325355
- d) Number of years company has been in the business described in this solicitation: 3
- e) Organization chart.
- f) Total number of full-time employees: 1
- g) Corporate office location: Buckeye, AZ 85326
- h) Location(s) of sales/service offices in the state(s) relevant to this solicitation. Include name of key contact and contact information:
175 locations in U.S. All are Triple-S distribution points under the oversight and direction of Dan Wagner of Triple-S Corporate in Billerica, MA 01862

Dan Wagner 630-440-0800 dwagner@triple-s.com

i) Description of company's relevant market and company's position within it.

175 distribution locations with 1200 sales people marketing school districts, hospitals, colleges, universities, city, county state and federal governments.

j) If you do not provide a Dun & Bradstreet rating in (b), Company agrees to provide the following financial information, if requested, at any point during the procurement process, before or after contract award:

- If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year.
- If private, Company's audited financial statements for the latest fiscal year, if available.
- Company's failure to provide financial information may impact a potential contract award.

k) Supply your company logo a high-resolution format such as ".eps" OR ".jpg" to be used on the PCA website.

7. **References – Required**

Provide references from at least three (3) customers, preferably governmental entities, that Vendor has provided services to **in the last three years**. Vendor may supply a letter from a company on company letterhead, including contact information.

PCA reserves the right to contact the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Name: Rick Collins

Company: Marion County School District

Address: 512 SE 3rd Street Ocala, FL 34471

Contact phone number(s): 352-671-7577 ext. 57577

Email: rick.collins@marion.k12.fl.us

Approximate revenue, last three (3) years: \$70,000.00 average per year

(2) Name: Kenneth Taylor

Company: Edison Township Public School District

Address: 312 Pierson Ave. Edison, NJ 08837

Contact phone number(s): 732-452-4900

Email: kenneth.taylor@edison.k12.nj.us

Approximate revenue, last three (3) years: \$70,000.00 average per year

(3) Name: Claudia Sanchez

Company: El Monte United High School District

Address: 1003 Durfee St. South El Monte, CA 91733

Contact phone number(s): 626-444-9005 ext. 9855

Email: claudia.sanchez@emuhsd.org

Approximate revenue, last three (3) years: \$50,000.00 average per year

(4) Name: Robert Johnson

Company: Northland Pioneer College

Address: P.O. Box 610 Holbrook, AZ 86025

Contact phone number(s): 928-524-7311

Email: robert.johnson@npc.edu

Approximate revenue, last three (3) years: \$80,000.00 average per year

(5) Name: Tim McCugh

Company: Safford Unified School District

Address: 734 W. 11th St. Safford, AZ 85546

Contact phone number(s): 928-348-7000 ext 7004

Email: tmcugh@saffordusd.org

Approximate revenue, last three (3) years: \$ \$60,000.00 average per year

8. **Insurance - All contracts require proof of insurance; for the purposes of this solicitation, the certificate holder is Awarding Agency /Purchasing Cooperative of America.**

- a) State Vendor's insurance provider: Triple-S.
- b) Provide appropriate documentation to demonstrate compliance with the Insurance Requirements in the Terms and Conditions.

9. **Accounting**

- a) Define company's standard terms of payment.
- b) Discuss the invoicing options company offers and the payment terms for each.

10. **Provide company drug testing policy/plan.**

11. **Quality Assurance/Quality Control Program (QA/QC Plan) If Not Applicable, initial here** 

If QA/QC Plan is required or necessary, Vendor(s) shall submit an updated QA/QC Plan within 14 calendar days of award and prior to commencement of any work.

The Plan shall:

- a) Detail the day-to-day supervision of work, provide documentation of deficiencies and corrective actions, note subcontract or compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and Member's staff.
- b) Give an overview of the company's customer service department, including hours of operation, number of service centers, etc. Describe company's procedures to monitor the quality of its customer service and products.
- c) Describe company's support procedures. Detail the estimated timeframe from a Member's request to when support is provided and completed.

12. **Marketing Plan - All contracts require a marketing plan**

Vendor shall provide a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to customers/Members and efforts to educate potential PCA Members. The plan should explain how the marketing department will interface with Vendor's management team and Vendor's customers and PCA Members.

13. Corporate Resources and Commitment - Construction ONLY **If Not Applicable, initial here _____**

Corporate resources and commitments are important as indicators of the respondent's commitment and ultimate success. Vendors must include the following information in their responses:

- a) Has a corporate officer been assigned to the program? Yes No
- b) Does the corporate officer understand his role in providing the resources necessary for the program? Yes No
- c) Does corporate understand the need for prompt payment of subcontractors? Yes No
- d) Does the company have business procedures and a business manager assigned to this program that will conform to the solicitation? Yes No
- e) Has corporate made a commitment to work with small and disadvantaged businesses within the local community? Yes No
- f) Has the company committed the people long-term to this program for continuity? Yes No
- g) Does corporate acknowledge PCA's Member's right to proposed changes in key personnel and to reserve the right to remove Vendor personnel for any reason? Yes No

14. Warranty Information, if Applicable **If Not Applicable, initial here _____**

- a) Length of standard warranty on parts/equipment/materials full manufacturers warranty
- b) Length of standard warranty on installation/service full manufacturers warranty

- c) Does Vendor provide extended warranties and/or maintenance contracts at an additional cost to Members? No _____ Yes

If so, the extended warrantee maintenance contract must be submitted as a separate line item.

- d) Is warranty coverage dependent on any specific requirements? No _____ Yes
If yes, explain. Manufacturer's suggested maintenance

- e) If Vendor's product(s) is/are deemed defective, what is the replacement process and turnaround time? Manufacturer's warranty followed

- f) Does Vendor provide a quality guarantee on its product(s)/service(s)? Yes No _____
If so, provide a description. Chemicals one year unopened.

15. ISO Certification - **If "Yes" Vendor must provide a copy of the ISO certification letter(s).**

Vendor is ISO certified: Yes No

16. HUB, MWBE, VOSB, SBE, etc. Participation - Vendor must provide a copy of letter(s) or **certificate(s) for Due Diligence requirements.**

Vendor is certified: Yes No

If Yes, state the certification(s) here: _____

Some PCA Members have specific goals for use of HUBs, etc., including subcontracting requirements, and will require that a plan be submitted to meet their goals. See *TEX. GOV'T. CODE, Chapter 2161*.

State percentage of Vendor's business with HUB/WMBE/SBE subcontractors: 15-20 %

17. Awards/Certificates/Licenses

- a) List environmental, social or industry standards awards or recognition Vendor has received. Provide documentation.
- b) Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.
- c) List company and staff certifications and licenses that may be brought to this cooperative program.

18. Company Delivery Policy. State fully your delivery terms and conditions, including:

- a) Minimum order for free delivery **No minimum order in lower 48 states.**
- b) Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.) **80% owned 20% carrier**
- c) Delivery time and fill rate **stock items 1-2 days/Regional Distribution warehouse 3-4 days**
- d) Establish delivery schedule(s), where the requirement permits, which encourage participation by Small and Disadvantaged Businesses (2 C.F.R. § 200.321)

19. Freight, Deliver, Inspection & Acceptance, if applicable. **If Not Applicable, initial here** _____

20. Provide company safety plan, if applicable. **If Not Applicable, initial here** _____

21. Provide Subcontracting Plan, if applicable. **If Not Applicable, initial here** _____

22. Provide Safe and Secure Plan, if applicable. **If Not Applicable, initial here** _____

23. List all other cooperative contracts currently held by Vendor:

COOPERATIVE NAME – DISCOUNT OFFERED – EXPIRATION DATE Check here, if none.

24. If awarded a contract, an award packet will be mailed to facilitate a “kick-off” training either by meeting at the PCA office or by phone conference. Provide the contact information for where PCA should send the award packet:

Printed Name of Person to Contact: Janis Orman

Address: 19280 W. Adams St
Buckeye, AZ 85326

Phone #: 901-605-9371 **Email:** janis@allthingscontracted.com

Item #	Description	Primary Category	List Price	Discount	PCA Cost
34007	SSS Foam Fresh TF Dispenser, Gray, 12/1200 mL	Supplies & Accessories	\$ 481.13	28%	\$346.40
31666	SSS Replacement Stripping Boot Soles (L/S 5-11), 3/Cs.	Supplies & Accessories	\$ 23.74	28%	\$17.09
31667	SSS Replacement Stripping Boot Soles (XL/11-14), 3/Cs.	Supplies & Accessories	\$ 23.74	28%	\$17.09
74359	SSS OnnAir Dispenser, White, 12/Cs.	Chemical	\$ 153.40	28%	\$110.45
11400	SSS SaniGel Scrub w/Tyrex, 12/Cs.	Supplies & Accessories	\$ 647.86	28%	\$466.46
MYF-54	myFresh Refill, Seaside Breeze, 36/Cs.	Chemical	\$ 121.52	28%	\$87.10
MYF-72	myFresh Refill, Coconut Vanilla, 36/Cs.	Chemical	\$ 121.52	28%	\$87.49
MYF-78	myFresh Refill, Tea Lily, 36/Cs.	Chemical	\$ 121.52	28%	\$87.49
MYF-89	myFresh Refill, Alpine Forest, 36/Cs.	Chemical	\$ 121.52	28%	\$87.49
LOFC225K-FE	Tersano SAO Dispenser, 1/Cs.	On-Site Generating Techn	\$ 1,250.00	28%	\$900.00
3M85919	3M Easy Trap Duster 56545W, 8"x125" 1 Roll/Cs.	Supplies & Accessories	\$ 107.02	28%	\$77.05
86017	SSS Panther 2070 Orbital Scrubber, w/o batteries, 1/Ea.	Power Equipment	\$ 5,756.06	18%	\$4,719.87
14018	SSS 3M Push Blower Fine, 6/Cs.	Supplies & Accessories	\$ 326.22	28%	\$234.88
86062	SSS ProSense 12D Dual Motor Upright Vacuum, 1/Cs.	Power Equipment	\$ 542.00	18%	\$444.44
107303	PRO SuperCoach Pro 10 Vac W/Kit 107100, 1/Ea.	Power Equipment	\$ 640.00	18%	\$524.80
107310	PRO SuperCoach Pro 6 Vac W/Kit 107100, 1/Ea.	Power Equipment	\$ 630.00	18%	\$516.80
107252	PRO ProForce 1500XP HEPA Upright Vacuum, 1/Ea.	Power Equipment	\$ 675.00	18%	\$553.50
107118	PRO Super QuarterVac HEPA 120 Vac, W/107100 Kit, Gny., 1/Ea.	Power Equipment	\$ 650.00	18%	\$533.00
1765	KUT HSC E-2 Skin Cleaner/Sanitizer BB, 12/800 mL	Skin Care	\$ 113.66	28%	\$81.84
85636	KUT Instant Hand Sanitizer Gel Clean Shape, 87/100 mL	Skin Care	\$ 97.16	28%	\$69.96
24026	SSS-Clenize HD All Purpose Cleaning Catalyst, 140 Oz.	On-Site Generating Techn	\$ 65.00	2%	\$63.00
9657-12	GOJO Purell Instant Hand Sanitizer, Bag-in-Box, 12/800 mL	Skin Care	\$ 220.01	28%	\$158.41
107251	PRO ProForce 1200XP HEPA Upright Vacuum, 1/Ea.	Power Equipment	\$ 595.00	18%	\$487.90
34088	SSS Foam Fresh Dispenser, Gray, 8/1250 mL	Supplies & Accessories	\$ 141.49	28%	\$101.87
34089	SSS Foam Fresh Dispenser, Black, 8/1250 mL	Supplies & Accessories	\$ 141.49	28%	\$101.87
MBU2632	GS Side Press Wringer Bucket Combo 260T, Yellow, 1/Cs	Supplies & Accessories	\$ 91.42	28%	\$65.82
34116	SSS Elevate TF Advance Antibac. Foam Hand Cntr, 2/1200 mL	Skin Care	\$ 84.38	28%	\$60.75
34106	SSS Elevate Man. Advance Antibac. Foam Hand Cntr, 2/1250 mL	Skin Care	\$ 85.87	28%	\$61.89
42217-04	GOJO N1 Deluxe Lotion Soap with Moisturizers, Pink, 4/2000 mL	Skin Care	\$ 102.63	28%	\$73.89
34005	SSS Foam Fresh TF Lavender Lotion Wash, 2/1200 mL	Skin Care	\$ 81.63	28%	\$58.77
5361-02	GOJO TFX Premium Foam w/Skin Conditioners, 2/1200 mL	Skin Care	\$ 81.63	28%	\$58.77
5385-02	GOJO TFX Proven Foam w/ Av. Moisture, 2/1200 mL	Skin Care	\$ 81.63	28%	\$58.77
34006	SSS Foam Fresh TF Ambre Anti-Bacterial Wash, 2/1200 mL	Skin Care	\$ 89.78	28%	\$64.64
5362-02	GOJO TFX Premium Foam Antibacterial, Lt. Amber, 2/1200 mL	Skin Care	\$ 89.78	28%	\$64.64
34018	SSS Foam Fresh TF New Day Hand Soap, 2/1200 mL	Skin Care	\$ 84.08	28%	\$60.54
34114	SSS Elevate TF Serenity Frag. Free Foam Hand Cntr, 2/1200 mL	Skin Care	\$ 76.71	28%	\$55.23
34115	SSS Elevate TF Fresh Pomegranate Foam Hand Cntr, 2/1200 mL	Skin Care	\$ 76.71	28%	\$55.23
1911-02	GOJO LTX-12 Clear and Mild Handwash, Wht., 2/1200 mL	Skin Care	\$ 76.71	28%	\$55.23
1916-02	GOJO LTX-12 Pomegranate Foam Handwash, 2/1200 mL	Skin Care	\$ 76.71	28%	\$55.23
1944-02	GOJO ProForce LTX Foaming Antimicrobial w/PKC, 2/1200 mL	Skin Care	\$ 95.13	28%	\$68.59
34103	SSS Elevate Man. Serenity Frag. Free Foam Hand Cntr, 3/1250 mL	Skin Care	\$ 77.84	28%	\$56.04
34105	SSS Elevate Man. Floral Delight Foam Hand Cntr, 3/1250 mL	Skin Care	\$ 77.84	28%	\$56.04
1905-02	GOJO LTX Purell Adv. Instant Hand San. Foam, 2/1200 mL	Skin Care	\$ 115.62	28%	\$83.25
6392-02	GOJO LTX Purell Foam Instant Hand Sanitizer, 2/1200 mL	Skin Care	\$ 123.03	28%	\$88.58
48332	SSS Navigator #78 Savanna Lavender Conc. Neutral Floor Cntr, 2/2 Ltr (5l)	Chemical	\$ 72.73	28%	\$53.00
68809	KUT Foaming Alcohol Hand Sanitizer (62%), Pour Top, 4/1 Gal.	Skin Care	\$ 143.96	28%	\$103.65
8705-04	GOJO ADX Purell Adv. Instant Hand Sanitizer Foam, 4/700 mL	Skin Care	\$ 106.58	28%	\$76.74
34097	SSS Elevate Man. Serenity Frag. Free Foam Hand Cntr, 4/700 mL	Skin Care	\$ 60.33	28%	\$45.60
34099	SSS Elevate Manual Floral Delight Foam Hand Cntr, 4/700 mL	Skin Care	\$ 63.33	28%	\$45.60
0955-04	GOJO Natural Orange w/Pumice w/Pump Disp., 4/1 Gal.	Skin Care	\$ 126.59	28%	\$91.14
8561-04	GOJO CX Luxury Foam Handwash Pink, 4/1500 mL	Skin Care	\$ 143.78	28%	\$103.52
1253-04	GOJO PRO LTX Multi Green Hand Cleaner, Green, 4/2000 mL	Skin Care	\$ 142.82	28%	\$103.88
21046	SSS Aurora 3000 Metered Air Care Dispenser, 12/Cs.	Chemical	\$ 27.05	28%	\$19.48
48131	SSS Propel Film Free All Purpose Cleaner, 2/2.5 Gal.	Chemical	\$ 71.00	28%	\$51.12
64065	SSS Alero 3000 Metered, Amazing Apple Fragrance Refill, 12/7 Oz.	Chemical	\$ 72.92	28%	\$52.50
64066	SSS Alero 3000 Metered, Lavender Blossom Fragrance Refill, 12/7 Oz.	Chemical	\$ 72.92	28%	\$52.50
64067	SSS Alero 3000 Metered, Linen Clean Fragrance Refill, 12/7 Oz.	Chemical	\$ 72.92	28%	\$52.50
64068	SSS Alero 3000 Metered, Twilight Sea Fragrance Refill, 12/7 Oz.	Chemical	\$ 72.92	28%	\$52.50
64069	SSS Alero 3000 Metered, Coastal Breeze Fragrance Refill, 12/7 Oz.	Chemical	\$ 72.92	28%	\$52.50
64070	SSS Alero 3000 Metered, Vibrant Vanilla Fragrance Refill, 12/7 Oz.	Chemical	\$ 72.92	28%	\$52.50
1003347	ZEP Misty Windshield Washer Solvent, B00795, 4x1Gal.	Chemical	\$ 72.65	28%	\$52.31
AMREF16	ZEP Encorcer Flying Insect Killer, 12/16 Oz.	Chemical	\$ 97.99	28%	\$70.55
EDAK17	ZEP Encorcer Dual Action Insect Killer, 12/17 Oz.	Chemical	\$ 75.23	28%	\$54.17
EWHK16	ZEP Encorcer Knockdown Wasp & Hornet Killer, 12/16 Oz.	Chemical	\$ 80.65	28%	\$58.07
LC114K	Lotus PRO Series 1 Stabilizer Mod. High Cap. Sys., 1/Cs.	On-Site Generating Techn	\$ 300.00	28%	\$216.00
LC118K	Lotus PRO Series 2 Stabilizer Mod. High Cap. Sys., 1/Cs.	On-Site Generating Techn	\$ 250.00	28%	\$180.00
LC118K-FB	Tersano SAO Cartridge for LOFC225K, 1/Cs.	On-Site Generating Techn	\$ 360.00	28%	\$259.20
470	Big D Metered Insecticide, 12/7Oz. (EPA)	Paper/Plastics	\$ 246.06	28%	\$177.16
VP200ESK	VIC ES Handheld Cordless Sprayer, 2/Cs.	Power Equipment	\$ 1,999.98	18%	\$1,639.98
VP300ESK	VIC Electrostatic Backpack Cordless Sprayer, 1/Cs.	Power Equipment	\$ 2,499.99	18%	\$2,049.99
34081	SSS Foam Fresh Lotion Soap, Red, 2/2000 mL	Skin Care	\$ 81.45	28%	\$58.64
34082	SSS Foam Fresh Antimicrobial Soap, 2/2000 mL	Skin Care	\$ 89.64	28%	\$64.54
34083	SSS Foam Fresh Hair & Body Shampoo, 2/2000 mL	Skin Care	\$ 86.36	28%	\$62.18
34124	SSS HygienePoint TFE Fresh Pomegranate Foam Hand Cntr, 2/1200 mL	Skin Care	\$ 82.88	28%	\$59.83
34125	SSS HygienePoint TFE Advance Antibac. Foam Hand Cntr, 2/1200 mL	Skin Care	\$ 90.70	28%	\$65.11
34128	SSS HygienePoint TFE Advance Antibac. Foam Hand Cntr, 2/1200 mL	Skin Care	\$ 90.70	28%	\$65.11
34134	SSS HygienePoint TFE Smoked Black/Black Dispenser, 1/1200 mL	Skin Care	\$ 122.58	28%	\$88.26
34137	SSS HygienePoint TFE Smoked Black/Black Dispenser, 1/1200 mL	Skin Care	\$ 109.10	28%	\$78.55
34138	SSS HygienePoint PS Gray/White Dispenser, 1/1250 mL	Skin Care	\$ 24.04	28%	\$17.31
34142	SSS Foam Fresh CM New Day Hand Soap, 4/1500 mL	Skin Care	\$ 144.99	28%	\$104.39
34143	SSS Foam Fresh Lotion Soap Pink, 4/1250 mL	Skin Care	\$ 108.69	28%	\$78.26
34143	SSS Foam Fresh Lotion Soap Pink, 4/1250 mL	Skin Care	\$ 108.69	28%	\$78.26
34144	SSS Foam Fresh Antimicrobial Soap, 4/1250 mL	Skin Care	\$ 119.57	28%	\$86.09
34144	SSS Foam Fresh Antimicrobial Soap, 4/1250 mL	Skin Care	\$ 119.57	28%	\$86.09
34145	SSS Foam Fresh Hair & Body Shampoo, 4/1250 mL	Skin Care	\$ 115.10	28%	\$82.87
34145	SSS Foam Fresh Hair & Body Shampoo, 4/1250 mL	Skin Care	\$ 115.10	28%	\$82.87
34146	SSS Foam Fresh New Day Hand Soap, 4/1250 mL	Skin Care	\$ 111.93	28%	\$80.59
34146	SSS Foam Fresh New Day Hand Soap, 4/1250 mL	Skin Care	\$ 111.93	28%	\$80.59
3659-12	GOJO Purell Adv. Instant Hand Sanitizer Foam, 4/535 mL	Skin Care	\$ 102.38	28%	\$73.71
6089-02	GOJO Purell Health Care Healthy Soap, High Performance Foam, 2/Cs.	Skin Care	\$ 118.84	28%	\$86.68
5263-02	GOJO FMX Green Cart. Foam Hand, Hair & Body Wash, 2/2000mL	Skin Care	\$ 86.36	28%	\$62.18
5792-04	GOJO Purell Adv. Instant Hand Sanitizer Foam, 4/535 mL	Skin Care	\$ 122.28	28%	\$88.04
7255-04	GOJO PRO TDX Nat. Orange Pumice Cleaner, Wht., 4/2000 mL	Skin Care	\$ 120.53	28%	\$86.78
8720-06	GOJO Purell ADX7 Dispenser, White, 6/Cs.	Skin Care	\$ 143.04	28%	\$103.65
9625-04	GOJO Purell Adv. Instant Hand Sanitizer, Pump, 4/2 L	Skin Care	\$ 148.14	28%	\$106.66
9652-12	GOJO Purell Instant Hand Sanitizer, Pump, 12/8 Oz.	Skin Care	\$ 77.63	28%	\$55.89
34017	SSS Foam Fresh CM TF Dispenser, 1/1500 mL	Supplies & Accessories	\$ 109.10	28%	\$78.55
36644	SSS Endless Twist Colored 18" Blue Dust Mop, 12/Cs.	Supplies & Accessories	\$ 126.48	28%	\$91.28
36665	SSS Endless Twist Colored 24" Blue Dust Mop, 12/Cs.	Supplies & Accessories	\$ 126.48	28%	\$91.07
36667	SSS Endless Twist Colored 36" Blue Dust Mop, 12/Cs.	Supplies & Accessories	\$ 177.12	28%	\$127.53
36668	SSS Endless Twist Colored 48" Blue Dust Mop, 6/Cs.	Supplies & Accessories	\$ 114.84	28%	\$82.68
36669	SSS Endless Twist Colored 60" Blue Dust Mop, 6/Cs.	Supplies & Accessories	\$ 137.80	28%	\$99.12
36686	SSS Endless Twist Colored 24" Orange Dust Mop, 12/Cs.	Supplies & Accessories	\$ 126.48	28%	\$91.07
36693	SSS Endless Twist Colored 24" Yellow Dust Mop, 12/Cs.	Supplies & Accessories	\$ 126.48	28%	\$91.07
36695	SSS Endless Twist Colored 36" Yellow Dust Mop, 12/Cs.	Supplies & Accessories	\$ 177.12	28%	\$127.53
36696	SSS Endless Twist Colored 48" Blue Dust Mop, 12/Cs.	Supplies & Accessories	\$ 106.08	28%	\$76.24
36703	SSS Endless Twist Colored 5'x48" Blue Dust Mop, 6/Cs.	Supplies & Accessories	\$ 114.84	28%	\$82.68
36714	SSS Endless Twist Colored 5'x24" Red Dust Mop, 12/Cs.	Supplies & Accessories	\$ 126.48	28%	\$91.07
36723	SSS Endless Twist Colored 5'x36" Orange Dust Mop, 12/Cs.	Supplies & Accessories	\$ 177.12	28%	\$127.53
36809	SSS Lightweight Micropower Cloth, Blue, 16" x 16", 204/Cs.	Supplies & Accessories	\$ 240.72	28%	\$173.32
36810	SSS Lightweight Micropower Cloth, Green, 16" x 16", 204/Cs.	Supplies & Accessories	\$ 240.72	28%	\$173.32
36811	SSS Lightweight Micropower Cloth, Yellow, 16" x 16", 204/Cs.	Supplies & Accessories	\$ 240.72	28%	\$173.32
37251	SSS Spec Endless Twist-Nat Fiber/Org 36" x 5", 12/Cs.	Supplies & Accessories	\$ 177.12	28%	\$127.53
37290	SSS Spec Endless Twist-Nat Fiber/Org 18" x 5", 12/Cs.	Supplies & Accessories	\$ 106.08	28%	\$76.38
37291	SSS Spec Endless Twist-Nat Fiber/Org 24" x 5", 12/Cs.	Supplies & Accessories	\$ 126.48	28%	\$91.07
37293	SSS Spec Endless Twist-Nat Fiber/Org 36" x 5", 12/Cs.	Supplies & Accessories	\$ 177.12	28%	\$127.53
37294	SSS Spec Endless Twist-Nat Fiber/Org 48" x 5", 6/Cs.	Supplies & Accessories	\$ 114.84	28%	\$82.68
37325	SSS MicroPower Cloth, Yellow, 16" x 16", 48/Cs.	Supplies & Accessories	\$ 77.76	28%	\$55.99
37326	SSS MicroPower Cloth, Green, 16" x 16", 48/Cs.	Supplies & Accessories	\$ 77.76	28%	\$55.99
37327	SSS MicroPower Cloth, Blue, 16" x 16", 48/Cs.	Supplies & Accessories	\$ 77.76	28%	\$55.99
37387	SSS Trianelle Wipes Mo Hand/Wet Frs, 12/Cs.	Supplies & Accessories	\$ 607.84	28%	\$434.64
37394	SSS Super-Sorb 5" Wet Mop/Wide Sm Wht, 12/Cs.	Supplies & Accessories	\$ 121.44	28%	\$87.44
37396	SSS Super-Sorb 5" Wet Mop/Wide Lg Wht, 12/Cs.	Supplies & Accessories	\$ 191.52	28%	\$137.89
37403	SSS Super-Sorb 5" Wet Mop/Wide Med Blue, 12/Cs.	Supplies & Accessories	\$ 170.16	28%	\$122.52
37404	SSS Super-Sorb 5" Wet Mop/Wide Lg Blue, 12/Cs.	Supplies & Accessories	\$ 218.16	28%	\$156.09
37410	SSS Super-Sorb 5" Wet Mop/Wide Sm Org, 12/Cs.	Supplies & Accessories	\$ 147.60	28%	\$106.27
37411	SSS Super-Sorb 5" Wet Mop/Wide Med Org, 12/Cs.	Supplies & Accessories	\$ 170.16	28%	\$122.52
37412	SSS Super-Sorb 5" Wet Mop/Wide Lg Org, 12/Cs.	Supplies & Accessories	\$ 218.16	28%	\$156.09
37413	SSS Super-Sorb 5" Wet Mop XL Org, 6/Cs.	Supplies & Accessories	\$ 138.08	28%	\$97.98
37485	SSS Synthetic Dust Mops- Blue 18", 12/Cs.	Supplies & Accessories	\$ 147.60	28%	\$106.27
37486	SSS Synthetic Dust Mops- Blue 24", 12/Cs.	Supplies & Accessories	\$ 182.64	28%	\$131.50
37488	SSS Synthetic Dust Mops- Blue 36", 12/Cs.	Supplies & Accessories	\$ 254.64	28%	\$183.24
37529	SSS Jango Finish Wet Mop 5", Blue/White, 12/Cs.	Supplies & Accessories	\$ 158.16	28%	\$113.88
37716	SSS Ind. Looped Wet Mop/Wide Sm Wht, 12/Cs.	Supplies & Accessories	\$ 106.56	28%	\$76.72
37717	SSS Ind. Looped Wet Mop/Wide Med Wht, 12/Cs.	Supplies & Accessories	\$ 126.76	28%	\$90.55
37719	SSS Ind. Looped Wet Mop/Wide Lg Wht, 12/Cs.	Supplies & Accessories	\$ 162.48	28%	\$116.99
37720	SSS Ind. Looped Wet Mop/Wide XL Wht, 12/Cs.	Supplies & Accessories	\$ 203.52	28%	\$146.53
37775	SSS Blockade Wet Mop Med, 9" Orange, 12/Cs.	Supplies & Accessories	\$ 189.36	28%	\$136.34
37776	SSS Blockade Wet Mop Lg, 9" Orange, 12/Cs.	Supplies & Accessories	\$ 242.64	28%	\$174.70
37825	SSS Finish Wet Mops- Blue/Wht Sm, 12/Cs.	Supplies & Accessories	\$ 102.24	28%	\$73.61
37826	SSS Finish Wet Mops- Blue/Wht Med, 12/Cs.	Supplies & Accessories	\$ 124.68	28%	\$89.34
37827	SSS Finish Wet Mops- Blue/Wht Lg, 12/Cs.	Supplies & Accessories	\$ 150.24	28%	\$108.17
37829	SSS Ind. Looped Wet Mop/Wide Sm Blue, 12/Cs.	Supplies & Accessories	\$ 119.76	28%	\$86.23
37830	SSS Ind. Looped Wet Mop/Wide Med Blue, 12/Cs.	Supplies & Accessories	\$ 142.08	28%	\$102.40
37831	SSS Ind. Looped Wet Mop/Wide Lg Blue, 12/Cs.	Supplies & Accessories	\$ 186.72	28%	\$134.44
37834	SSS Ind. Looped Wet Mop/Wide Med Green, 12/Cs.	Supplies & Accessories	\$ 142.08	28%	\$102.30
37835	SSS Ind. Looped Wet Mop/Wide Lg Green, 12/Cs.	Supplies & Accessories	\$ 186.72	28%	\$134.44
37902	SSS Super-Sorb Wet Mop/Narrow Med Wht, 12/Cs.	Supplies & Accessories	\$ 102.24	28%	\$73.61
37931	SSS Super-Sorb 5" Wet Mop Lg Grn, 12/Cs.	Supplies & Accessories	\$ 218.16	28%	\$157.08
37941	SSS Ind. Looped Wet Mop/Narrow Sm Wht, 12/Cs.	Supplies & Accessories	\$ 96.96	28%	\$69.81

Item #	Description	Primary Category	List Price	Discount	PCA Cost
37942	SSS Ind. Looped Wet Mop/Narrow Med Wht. 12/Cs.	Supplies & Accessories	\$ 116.64	28%	\$83.90
37943	SSS Ind. Looped Wet Mop/Narrow Lg Wht. 12/Cs.	Supplies & Accessories	\$ 153.60	28%	\$110.59
37947	SSS Ind. Looped Wet Mop/Narrow Lg Blue. 12/Cs.	Supplies & Accessories	\$ 177.84	28%	\$128.04
37950	SSS Ind. Looped Wet Mop/Wide Med Org. 12/Cs.	Supplies & Accessories	\$ 133.44	28%	\$96.08
37951	SSS Ind. Looped Wet Mop/Wide Lg Org. 12/Cs.	Supplies & Accessories	\$ 177.84	28%	\$128.04
37973	SSS Sock Endless Twist-Nat Fiber/Org 60"x9". 6/Cs.	Supplies & Accessories	\$ 157.80	28%	\$113.62
37978	SSS Sock Endless Twist. 5'x7". 6/Cs.	Supplies & Accessories	\$ 215.64	28%	\$155.26
44001	SSS FC Collection Dispenser, Black, 6/1000-1250 mL	Supplies & Accessories	\$ 24.12	28%	\$17.37
44002	SSS FC Collection Dispenser, Lt. Gray/Chrm, 6/1000-1250 mL	Supplies & Accessories	\$ 24.12	28%	\$17.37
44003	SSS FC Collection Dispenser, White/Gray Trim, 6/1000-1250 mL	Supplies & Accessories	\$ 24.12	28%	\$17.37
44099	SSS FC DuoClean Dispenser, Foam/Liq, Gray, 6/1000 mL	Supplies & Accessories	\$ 24.12	28%	\$17.37
44114	SSS Dispenser/QSC, Blk, Gray, 6/3.5-8 Ltr.	Supplies & Accessories	\$ 170.16	28%	\$122.52
44119	SSS DuoClean Dispenser, Pant Lk, Black, 6/1000 mL	Supplies & Accessories	\$ 24.12	28%	\$17.37
44148	SSS FC Collection Dispenser, White/White Trim, 6/1000-1250 mL	Supplies & Accessories	\$ 24.12	28%	\$17.37
44152	SSS FC Collection Dispenser, Multi-Color, 6/1000-1250 mL	Supplies & Accessories	\$ 24.12	28%	\$17.37
44171	SSS FoamClean TF M-Style Dispenser, Gray, 6/1000 mL	Supplies & Accessories	\$ 300.00	28%	\$216.00
44172	SSS FoamClean TF M-Style Dispenser, Black, 6/1000 mL	Supplies & Accessories	\$ 300.00	28%	\$216.00
44181	SSS FC Collection Dispenser, Black/Chrome, 6/1000-1250 mL	Supplies & Accessories	\$ 60.00	28%	\$43.20
44218	SSS CleanView Dispenser Black, 2000/4500 mL, 6/Cs.	Supplies & Accessories	\$ 31.68	28%	\$22.81
44246	SSS FoamClean CM Foam Dispenser, Blk, 1/1000 mL	Supplies & Accessories	\$ 20.00	28%	\$14.40
44610	SSS FoamClean TF Dispenser - Black, 6/1000 mL	Supplies & Accessories	\$ 300.00	28%	\$216.00
75002	SSS 17" High Perf. Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 41.60	28%	\$29.95
75004	SSS 20" High Perf. Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 54.01	28%	\$38.89
75007	SSS 13" Black Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 17.16	28%	\$12.36
75008	SSS 14" Black Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 19.39	28%	\$13.97
75009	SSS 15" Black Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 21.31	28%	\$15.34
75010	SSS 16" Black Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 23.12	28%	\$16.65
75011	SSS 17" Black Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 25.60	28%	\$18.43
75012	SSS 18" Black Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 27.38	28%	\$19.72
75013	SSS 19" Black Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 30.37	28%	\$21.87
75014	SSS 20" Black Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 33.06	28%	\$23.80
75016	SSS 13" Green Scrubbing Pad, 5/Cs.	Supplies & Accessories	\$ 17.16	28%	\$12.36
75022	SSS 17" Green Scrubbing Pad, 5/Cs.	Supplies & Accessories	\$ 25.60	28%	\$18.43
75025	SSS 20" Green Scrubbing Pad, 5/Cs.	Supplies & Accessories	\$ 33.06	28%	\$23.80
75029	SSS 13" Blue Cleaning Pad, 5/Cs.	Supplies & Accessories	\$ 17.16	28%	\$12.36
75033	SSS 17" Blue Cleaning Pad, 5/Cs.	Supplies & Accessories	\$ 25.60	28%	\$18.43
75036	SSS 20" Blue Cleaning Pad, 5/Cs.	Supplies & Accessories	\$ 33.06	28%	\$23.80
75039	SSS 12" Red Sprav Buffing Pad, 5/Cs.	Supplies & Accessories	\$ 14.98	28%	\$10.79
75040	SSS 13" Red Spray Buffing Pad, 5/Cs.	Supplies & Accessories	\$ 17.16	28%	\$12.36
75041	SSS 14" Red Spray Buffing Pad, 5/Cs.	Supplies & Accessories	\$ 19.42	28%	\$13.98
75043	SSS 16" Red Spray Buffing Pad, 5/Cs.	Supplies & Accessories	\$ 23.12	28%	\$16.65
75044	SSS 17" Red Spray Buffing Pad, 5/Cs.	Supplies & Accessories	\$ 25.60	28%	\$18.43
75046	SSS 19" Red Spray Buffing Pad, 5/Cs.	Supplies & Accessories	\$ 30.37	28%	\$21.87
75047	SSS 20" Red Spray Buffing Pad, 5/Cs.	Supplies & Accessories	\$ 33.06	28%	\$23.80
75062	SSS 13" White Polishing Pad, 5/Cs.	Supplies & Accessories	\$ 17.16	28%	\$12.36
75066	SSS 17" White Polishing Pad, 5/Cs.	Supplies & Accessories	\$ 25.60	28%	\$18.43
75068	SSS 19" White Polishing Pad, 5/Cs.	Supplies & Accessories	\$ 30.37	28%	\$21.87
75069	SSS 20" White Polishing Pad, 5/Cs.	Supplies & Accessories	\$ 33.06	28%	\$23.80
75074	SSS 20" Aqua Burnishing Pad, 5/Cs.	Supplies & Accessories	\$ 33.33	28%	\$24.00
75081	SSS 20" UHS Tan 100-D Burnish Pad, 5/Cs.	Supplies & Accessories	\$ 33.33	28%	\$24.00
75088	SSS 20" UHS Natural Lin Burnish Pad, 5/Cs.	Supplies & Accessories	\$ 35.24	28%	\$25.37
75091	SSS 27" UHS Natural Lin Burnish Pad, 5/Cs.	Supplies & Accessories	\$ 78.66	28%	\$56.64
75095	SSS 20" UHS Hog's Hair Poly Tan Burnishing Pad, 5/Cs.	Supplies & Accessories	\$ 35.24	28%	\$25.37
75098	SSS 27" UHS Hog's Hair Poly Tan Burnishing Pad, 5/Cs.	Supplies & Accessories	\$ 78.66	28%	\$56.64
75102	SSS 20" UHS Super Hog's Hair Pad, 5/Cs.	Supplies & Accessories	\$ 35.24	28%	\$25.37
75118	SSS #96 Hand Pad Green Medium Duty 6"x9". 20/Cs.	Supplies & Accessories	\$ 9.57	28%	\$6.90
75119	SSS #98 Hand Pad White Light Duty 6"x9". 20/Cs.	Supplies & Accessories	\$ 10.50	28%	\$7.56
75120	SSS #86 Hand Pad Green HD Scouring 6"x9". 15/Cs.	Supplies & Accessories	\$ 12.02	28%	\$8.65
75121	SSS #63 Light Duty Scrub Sponge 6"x9". 20/Cs.	Supplies & Accessories	\$ 30.15	28%	\$21.71
75122	SSS #74 Med Duty Scrub Sponge 6"x9". 20/Cs.	Supplies & Accessories	\$ 30.15	28%	\$21.71
75127	SSS Yellow Cellulose Utility Sponge, Medium, 24/Cs.	Supplies & Accessories	\$ 59.63	28%	\$42.93
75202	SSS 17" Deep Scrub Floor Prep Pad, 10/Cs.	Supplies & Accessories	\$ 90.68	28%	\$65.29
75203	SSS 20" Deep Scrub Floor Prep Pad, 10/Cs.	Supplies & Accessories	\$ 109.11	28%	\$78.69
75204	SSS 14"x20" Deep Scrub Floor Prep Pad, 10/Cs.	Supplies & Accessories	\$ 127.38	28%	\$91.71
75336	SSS 27" White Polishing Pad, 5/Cs.	Supplies & Accessories	\$ 73.88	28%	\$53.19
75337	SSS Pink Cellulose Sponge, Small, 224/Cs.	Supplies & Accessories	\$ 58.77	28%	\$42.31
75338	SSS Trigger Dispenser Duty Sheets, 6"x6", 250 sheets, 2 Roll/Cs.	Supplies & Accessories	\$ 197.24	28%	\$141.72
3M00954	SSS 3M 20" Clean & Shine Pad, 5/Cs.	Supplies & Accessories	\$ 139.30	28%	\$100.30
3M02498	SSS 3M 14"x28" SPP SB Surf. Preparation Pad, 10/Cs.	Supplies & Accessories	\$ 237.50	28%	\$171.00
3M02499	SSS 3M 14"x32" SPP SB Surf. Preparation Pad, 10/Cs.	Supplies & Accessories	\$ 256.60	28%	\$184.73
3M02500	SSS 3M 14"x20" SPP SB Surf. Preparation Pad, 10/Cs.	Supplies & Accessories	\$ 220.88	28%	\$158.64
3M05241	3M High Pro Doodle Bug 8550, 10x4/Cs.	Supplies & Accessories	\$ 202.49	28%	\$145.79
3M05509	3M #98 Scotch-Brite HD Scouring Pad, 6"x9", 12x3/Cs.	Supplies & Accessories	\$ 87.46	28%	\$62.97
3M07445	3M #98 Scotch-Brite Light Duty Cleaning Pad, 6"x9", 20x3/Cs.	Supplies & Accessories	\$ 114.84	28%	\$82.68
3M08003	3M Doodlebug White Cleaning Pad 8440, 4.1' x 10', 5x4/Cs.	Supplies & Accessories	\$ 65.12	28%	\$46.89
3M08004	3M Doodlebug Brown Scrub'n Strip Pad, 4.625'x10', 5x4/Cs.	Supplies & Accessories	\$ 65.12	28%	\$46.89
3M08271	SSS 3M 13" High Prod Strip Pad 7300, 5/Cs.	Supplies & Accessories	\$ 54.51	28%	\$39.25
3M08272	SSS 3M 14" High Prod Strip Pad 7300, 5/Cs.	Supplies & Accessories	\$ 61.20	28%	\$44.06
3M08275	SSS 3M 17" High Prod Strip Pad 7300, 5/Cs.	Supplies & Accessories	\$ 79.92	28%	\$57.54
3M08277	SSS 3M 19" High Prod Strip Pad 7300, 5/Cs.	Supplies & Accessories	\$ 94.74	28%	\$68.21
3M08278	SSS 3M 20" High Prod Strip Pad 7300, 5/Cs.	Supplies & Accessories	\$ 103.71	28%	\$74.67
3M08293	3M #98 Scotch-Brite GP Scouring Pad, 6"x9", 20x3/Cs.	Supplies & Accessories	\$ 55.21	28%	\$39.73
3M08379	SSS 3M 17" Black Stripper Pad 7200, 5/Cs.	Supplies & Accessories	\$ 42.47	28%	\$30.58
3M08382	SSS 3M 20" Black Stripper Pad 7200, 5/Cs.	Supplies & Accessories	\$ 54.97	28%	\$39.58
3M08389	SSS 3M 14" Red Buffer Pad 5100, 5/Cs.	Supplies & Accessories	\$ 31.70	28%	\$22.82
3M08392	SSS 3M 17" Red Buffer Pad 5100, 5/Cs.	Supplies & Accessories	\$ 35.22	28%	\$25.15
3M08395	SSS 3M 20" Red Buffer Pad 5100, 5/Cs.	Supplies & Accessories	\$ 53.46	28%	\$38.49
3M08410	SSS 3M 17" Blue Cleaning Pad 5300, 5/Cs.	Supplies & Accessories	\$ 41.32	28%	\$29.75
3M08411	SSS 3M 20" SPPP SB Surface Preparation Pad Plus, 5/Cs.	Supplies & Accessories	\$ 91.28	28%	\$65.72
3M08481	SSS 3M 17" White Super Polish Pad 4100, 5/Cs.	Supplies & Accessories	\$ 194.2	28%	\$139.11
3M08484	SSS 3M 20" White Super Polish Pad 4100, 5/Cs.	Supplies & Accessories	\$ 53.46	28%	\$38.49
3M08485	3M 21" White Super Polish Pad 4100, 5/Cs.	Supplies & Accessories	\$ 75.72	28%	\$54.52
3M08542	3M Doodlebug Pad Holder 6472 With Pads, Kit, 4/Cs.	Supplies & Accessories	\$ 124.90	28%	\$89.93
3M08538	SSS 3M 12" SPP SB Surf. Preparation Pad Plus, 5/Cs.	Supplies & Accessories	\$ 139.69	28%	\$100.68
3M08753	SSS 3M 20" Aqua Burnish Pad 3100, 5/Cs.	Supplies & Accessories	\$ 53.46	28%	\$38.49
3M09542	SSS 3M 19" Clean and Shine Pad, 5/Cs.	Supplies & Accessories	\$ 127.91	28%	\$92.10
3M09544	SSS 3M 17" Clean and Shine Pad, 5/Cs.	Supplies & Accessories	\$ 116.28	28%	\$83.71
3M09545	SSS 3M 14" Clean and Shine Pad, 5/Cs.	Supplies & Accessories	\$ 90.84	28%	\$65.40
3M09549	SSS 3M 13" Clean and Shine Pad, 5/Cs.	Supplies & Accessories	\$ 80.33	28%	\$57.84
3M09550	SSS 3M 12" Clean and Shine Pad, 5/Cs.	Supplies & Accessories	\$ 71.05	28%	\$51.16
3M19211	3M #8 General Purpose Cleaner, Gray, 6/2 Ltr.	Supplies & Accessories	\$ 318.46	28%	\$229.29
3M20200	3M #8 Neutral Cleaner, Gray, 6/2 Ltr.	Supplies & Accessories	\$ 408.06	28%	\$293.40
3M20284	SSS 3M 27" Aqua Burnishing Pad 3100, 5/Cs.	Supplies & Accessories	\$ 119.11	28%	\$85.76
3M20688	3M #74 Scotch-Brite Med. Duty Scrub Sponge, 6.1"x3.6", 20/Cs.	Supplies & Accessories	\$ 63.78	28%	\$45.82
3M2163	3M 3000 Scotch-Brite Power Sponges, 2.8"x4.5", 20/Cs.	Supplies & Accessories	\$ 61.18	28%	\$44.05
3M22218	3M 5L Quat Disinfectant Cleaner, Gray, 6/2 Ltr.	Supplies & Accessories	\$ 339.77	28%	\$244.63
3M23276	SSS 3M 17" SPP SB Surf. Preparation Pad, 10/Cs.	Supplies & Accessories	\$ 131.30	28%	\$94.54
3M23593	3M Gray Twist 'n Fill Dispenser w/PRF, 1/Cs.	Supplies & Accessories	\$ 139.05	28%	\$100.12
3M23598	SSS 3M 20" Eraser Burnish Pad 3600, 5/Cs.	Supplies & Accessories	\$ 61.37	28%	\$44.19
3M23992	SSS 3M 20" SPP SB Surf. Preparation Pad, 10/Cs.	Supplies & Accessories	\$ 155.28	28%	\$111.80
3M23996	SSS 3M 13" SPP SB Surf. Preparation Pad, 10/Cs.	Supplies & Accessories	\$ 82.80	28%	\$59.62
3M23996	SSS 3M 14" SPP SB Surf. Preparation Pad, 10/Cs.	Supplies & Accessories	\$ 84.10	28%	\$60.55
3M29603	3M Quik Clean Grindie Liquid 700-40, 3.2 oz Packets, 40/Cs.	Supplies & Accessories	\$ 74.08	28%	\$53.34
3M34815	SSS 3M 16" SPP SB Surf. Preparation Pad, 10/Cs.	Supplies & Accessories	\$ 108.50	28%	\$78.12
3M35070	SSS 3M 24" Aqua Burnishing Pad 3100N, 5/Cs.	Supplies & Accessories	\$ 63.14	28%	\$45.46
3M55433	3M Easy Shine Applicator Kit, 1/Cs.	Supplies & Accessories	\$ 578.83	28%	\$416.76
3M55434	3M Easy Shine Applicator Pad, 18", 10/Cs.	Supplies & Accessories	\$ 189.29	28%	\$135.89
3M55440	3M Easy Shine Reusable Pouches, 5/Cs.	Supplies & Accessories	\$ 106.60	28%	\$76.75
3M55658	3M 4004CC Scotch-Brite Easy Erasing Pad, 2.8"x4.5", 4x3/Cs.	Supplies & Accessories	\$ 27.93	28%	\$20.11
3M59033	3M #2020 Purple Scour Pad 2.8"x4.5", 24/Cs.	Supplies & Accessories	\$ 28.59	28%	\$20.58
3M59051	3M Easy Scrub Exp. Flat Mop, 16" Pad Holder, 1/Cs.	Supplies & Accessories	\$ 63.24	28%	\$45.53
3M59056	3M Easy Scrub Express Bottles, 12/bag, 6 bags/Cs.	Supplies & Accessories	\$ 245.57	28%	\$176.81
3M59186	3M #9650 G.P. Scrub Pad, 3"x4.5", 80/Cs.	Supplies & Accessories	\$ 45.29	28%	\$32.61
3M59258	SSS 3M 14" x 20" Red Buffer Pad 5100, 10/Cs.	Supplies & Accessories	\$ 102.16	28%	\$73.56
3M59691	SSS 3M 12" x 18" SPP SB Surf. Preparation Pad, 10/Cs.	Supplies & Accessories	\$ 124.84	28%	\$90.74
34104	SSS Elevate Min. Tanity Citrus Foam Hand & Body Clnr. 3/1250 mL	Skin Care	\$ 82.56	28%	\$59.44
36719700	CRL Bowl Brush w/Caddy, 16", 24/Cs.	Supplies & Accessories	\$ 154.36	28%	\$111.14
5161-04	GOJO FMX Luxury Foam Handwash, 4/1250 mL	Skin Care	\$ 110.22	28%	\$79.17
6261-02	GOJO FMX Luxury Foam Handwash, Pnk, 2/2000mL	Skin Care	\$ 82.85	28%	\$59.65
5162-04	GOJO FMX Luxury Foam Antibacterial Handwash, 4/1250 mL	Skin Care	\$ 121.67	28%	\$87.60
67032	SSS EZBreeze Dispenser, 12/Cs.	Chemical	\$ 141.68	28%	\$102.01
34141	SSS Foam Fresh CM Lotion Soap, Pink, 4/1500 mL	Skin Care	\$ 143.78	28%	\$103.82
8566-04	GOJO CX Green Certified Foam Hand Cleaner 4/1500 mL	Skin Care	\$ 148.07	28%	\$106.61
4-262-118	ENV E2B2 Disp. Fresh Conc.118 Sanitizer/Virucide Cleaner, 1 Ct.	Chemical	\$ 210.84	24%	\$160.24
ES200620015	Bona CS Resilient Floor Base Finish, Sain, 3/5 Ltr.	Supplies & Accessories	\$ 2,023.86	28%	\$1,457.18
AASDIAMOND	Bona 5" Diamond Abrasive, 80 Grit, 48/Cs.	Supplies & Accessories	\$ 71.06	28%	\$51.16
AX0003588	Bona CS Resilient Color Chips, Kona Beige, 1/5 Lb.	Supplies & Accessories	\$ 101.70	28%	\$73.22
AX0003589	Bona CS Resilient Color Chips, Rose, 1/5 Lb.	Supplies & Accessories	\$ 101.70	28%	\$73.22
AX0003590	Bona CS Resilient Color Chips, Maui Blue, 1/5 Lb.	Supplies & Accessories	\$ 101.70	2	

Item #	Description	Primary Category	List Price	Discount	PCA Cost
EC80160001	Bona CS Resilient Floor Base Color, Twilight, 1/5 Lr.	Supplies & Accessories	\$ 983.84	28%	\$708.36
EC802620015	Bona CS Resilient Floor Base Color, Steel Gray, 1/5 Lr.	Supplies & Accessories	\$ 983.84	28%	\$708.36
EC803620015	Bona CS Resilient Floor Base Color, Ocean, 1/5 Lr.	Supplies & Accessories	\$ 983.84	28%	\$708.36
EC804620015	Bona CS Resilient Floor Base Color, Turkish Blue, 1/5 Lr.	Supplies & Accessories	\$ 983.84	28%	\$708.36
EC811720015	Bona CS Resilient Floor Base Color, Warm Power, 1/5 Lr.	Supplies & Accessories	\$ 983.84	28%	\$708.36
EC812720015	Bona CS Resilient Floor Base Color, Pop, 1/5 Lr.	Supplies & Accessories	\$ 983.84	28%	\$708.36
EC814720015	Bona CS Resilient Floor Base Color, Spun Sugar, 1/5 Lr.	Supplies & Accessories	\$ 983.84	28%	\$708.36
AASDIAM060	Bona 6" Diamond Abrasive, 80 Grit, 32/Cs.	Supplies & Accessories	\$ 553.24	28%	\$398.33
AASDIAM090	Bona 6" Diamond Abrasive, 180 Grit, 48/Cs.	Supplies & Accessories	\$ 653.84	28%	\$469.38
AASDIAM062	Bona 6" Diamond Abrasive, 240 Grit, 32/Cs.	Supplies & Accessories	\$ 498.80	28%	\$359.14
AX0003499	Bona SuperCourt Tackling Pad, 60", 5/Cs.	Supplies & Accessories	\$ 112.48	28%	\$80.99
AX0003601	Bona CS Resilient Coat Chips, Mica, 1/5 Lb.	Supplies & Accessories	\$ 80.98	28%	\$58.31
AX0003177	Bona MicroDisc, 1/Cs.	Supplies & Accessories	\$ 1,208.14	28%	\$1,144.82
5456-04	GOJO TFX Purell Instant Hand Sanitizer Gel, 4/1200 mL	Skin Care	\$ 125.70	28%	\$90.50
AASDIAM061	Bona 6" Diamond Abrasive, 120 Grit, 32/Cs.	Supplies & Accessories	\$ 523.06	28%	\$376.60
AX0003500	Bona SuperCourt Dusting Pad, 60", 5/Cs.	Supplies & Accessories	\$ 113.12	28%	\$81.45
1903-02	GOJO LTX Purell Ascend 62 Instant Hand Sanitizer Gel, 2/1200 mL	Skin Care	\$ 93.07	28%	\$67.53
2156-08	GOJO NXT Purell Instant Hand San. Clear, 8/1000 mL	Skin Care	\$ 168.77	28%	\$121.51
A-252-113	ENV Absolute Single Dispenser GC Multi-Purpose Clnr., 1/Cs.	Chemical	\$ 129.10	24%	\$98.12
37262	SSS EcoTwist MicroFiber Wet Mop/Narrow Med Blue, 12/Cs.	Supplies & Accessories	\$ 56.58	28%	\$40.76
37267	SSS EcoTwist MicroFiber Wet Mop/Wide Lg Blue, 12/Cs.	Supplies & Accessories	\$ 67.12	28%	\$48.73
37266	SSS EcoTwist MicroFiber Wet Mop/Wide Med Blue, 12/Cs.	Supplies & Accessories	\$ 62.40	28%	\$44.93
37265	SSS EcoTwist MicroFiber Wet Mop/Wide Lg Wht, 12/Cs.	Supplies & Accessories	\$ 76.32	28%	\$54.95
1865-04	GOJO Bulk Four Green Certified Lotion Hand Cleaner, 4/1 Gal.	Skin Care	\$ 75.35	28%	\$54.25
37263	SSS EcoTwist MicroFiber Wet Mop/Narrow Lg Blue, 12/Cs.	Supplies & Accessories	\$ 63.76	28%	\$45.81
36231	SSS MicroPower No Lint Wet Mop 5" Medium, Wht, 12/Cs.	Supplies & Accessories	\$ 158.16	28%	\$113.88
37180	SSS MicroPower No Lint Wet Mop 5" Mid, Blue, 12/Cs.	Supplies & Accessories	\$ 158.16	28%	\$113.88
37181	SSS MicroPower No Lint Wet Mop 5" Medium, Grn, 12/Cs.	Supplies & Accessories	\$ 158.16	28%	\$113.88
37981	SSS MicroTe LoopEnd Wet Mop Md, Green, 5", 12/Cs.	Supplies & Accessories	\$ 127.68	28%	\$91.83
36228	SSS Scrub & Clean Carpet Pads - WHT 17", 5/Cs.	Chemical	\$ 124.80	28%	\$89.86
37126	SSS MicroPower 5" x 24" HD Dry Mop Bl, 12/Cs.	Supplies & Accessories	\$ 89.52	28%	\$64.45
37261	SSS EcoTwist MicroFiber Wet Mop/Narrow Lg Wht, 12/Cs.	Supplies & Accessories	\$ 66.72	28%	\$48.04
36227	SSS Scrub & Clean Carpet Pads - WHT 19", 5/Cs.	Chemical	\$ 142.00	28%	\$102.24
37156	SSS 19" Gray MicroPower Carpet Bonnet, 5/Cs.	Supplies & Accessories	\$ 142.00	28%	\$102.24
37144	SSS MicroPower 5" x 24" HD Wet Mop Pads, Bl, 12/Cs.	Supplies & Accessories	\$ 81.36	28%	\$58.58
37982	SSS XL MicroPower Loop-End MicroFiber Pocket 5"x18", Blue, 12/Cs.	Supplies & Accessories	\$ 81.36	28%	\$58.58
37983	SSS XL MicroPower Loop-End MicroFiber Pocket 5"x18", Grn, 12/Cs.	Supplies & Accessories	\$ 81.36	28%	\$58.58
37147	SSS MicroPower 5"x18" Finish Pads, Blue/White, 12/Cs.	Supplies & Accessories	\$ 95.28	28%	\$68.60
35003	SSS Astoria Mechanical TouchFree HRT Dispenser, 1/Cs.	Paper/Plastics	\$ 111.82	28%	\$80.51
36228	SSS Scrub & Clean Carpet Pads - WHT 21", 5/Cs.	Chemical	\$ 155.20	28%	\$111.74
37160	SSS MicroPower Dust Mop 5" x 48", Wht, 6/Cs.	Supplies & Accessories	\$ 109.20	28%	\$78.62
36232	SSS MicroPower No Lint Wet Mop 5" Large, Wht, 12/Cs.	Supplies & Accessories	\$ 196.32	28%	\$141.35
37188	SSS MicroPower No Lint Wet Mop 5" Large, Blue, 12/Cs.	Supplies & Accessories	\$ 196.32	28%	\$141.35
37148	SSS MicroPower 5"x18" Scrubpads, 12/Cs.	Supplies & Accessories	\$ 108.96	28%	\$78.46
37170	SSS MicroPower Dust Mop Bl, 36", 12/Cs.	Supplies & Accessories	\$ 209.28	28%	\$150.68
36230	SSS MicroPower No Lint Wet Mop 1 1/4" Large, Wht, 12/Cs.	Supplies & Accessories	\$ 187.44	28%	\$134.96
37124	SSS MicroPower 5" x 18" HD Dry Mop Bl, 12/Cs.	Supplies & Accessories	\$ 72.00	28%	\$51.84
37984	SSS MicroTe LoopEnd Wet Mop Lg, Blue, 5", 12/Cs.	Supplies & Accessories	\$ 185.76	28%	\$133.71
37967	SSS MicroTe LoopEnd Wet Mop Lg, Green, 5", 12/Cs.	Supplies & Accessories	\$ 185.76	28%	\$133.75
37171	SSS MicroPower Dust Mop Md, 48", 6/Cs.	Supplies & Accessories	\$ 128.52	28%	\$92.53
APC0697	JAN-HYV-2(3) Micro-Filter Bag, Hoover Y, 12/3 Cs.	Supplies & Accessories	\$ 44.28	28%	\$31.87
2407	KUIT 650 Pink Powdered Lotion Soap, Flat Top, 4/1 Gal.	Skin Care	\$ 68.48	28%	\$49.64
34118	SSS Elevate YF Dispenser, Black, 4/1200 mL	Supplies & Accessories	\$ 452.40	28%	\$325.73
34120	SSS Elevate YF Dispenser, Br. Chrome/Black, 4/1200 mL	Supplies & Accessories	\$ 452.40	28%	\$325.73
37168	SSS MicroPower Dust Mop Bl, 18", 12/Cs.	Supplies & Accessories	\$ 115.20	28%	\$82.94
37121	SSS MicroPower 5" x 11" HD Wet Mop Pads, Bl, 12/Cs.	Supplies & Accessories	\$ 40.56	28%	\$29.20
37260	SSS EcoTwist MicroFiber Wet Mop/Narrow Med Wht, 12/Cs.	Supplies & Accessories	\$ 47.28	28%	\$34.04
37137	SSS MicroPower 5"x18" HD Wet Mop Pad Bl, 12/Cs.	Supplies & Accessories	\$ 60.72	28%	\$43.72
37623	SSS Nylon Finish Mop 24", 12/Cs.	Supplies & Accessories	\$ 109.20	28%	\$78.43
37514	SSS Super Disposable Nat, 36", 12/Cs.	Supplies & Accessories	\$ 109.44	28%	\$78.80
37863	SSS Super Disposable Green 5"x36", 12/Cs.	Supplies & Accessories	\$ 109.44	28%	\$78.80
37511	SSS Super Disposable Nat, 18", 12/Cs.	Supplies & Accessories	\$ 64.32	28%	\$46.31
37516	SSS Super Disposable Nat, 12", 12/Cs.	Supplies & Accessories	\$ 42.24	28%	\$30.43
37421	SSS Carpet Cleaning Pads - Wht 19", 5/Cs.	Chemical	\$ 122.90	28%	\$88.49
37624	SSS Nylon Flat Finish Mop 24", 12/Cs.	Supplies & Accessories	\$ 189.84	28%	\$136.68
37420	SSS Carpet Cleaning Pads - Wht 17", 5/Cs.	Chemical	\$ 108.10	28%	\$77.83
QFB-02	Outfresh Refill Battery, C/amber/Med, 48/Cs.	Supplies & Accessories	\$ 328.88	28%	\$235.43
37385	SSS Triangle Wedge Mop, White, 12/Cs.	Supplies & Accessories	\$ 56.88	28%	\$40.95
37512	SSS Super Disposable Nat, 24", 12/Cs.	Supplies & Accessories	\$ 81.84	28%	\$58.92
37515	SSS Super Disposable Nat, 48", 12/Cs.	Supplies & Accessories	\$ 136.32	28%	\$98.15
480019	10' Etched Foam Lotion Soap W/Restrunzers, 6/800 mL	Supplies & Accessories	\$ 110.88	28%	\$79.83
17021	SSS Ultronn 208A Auto Scrubber, Brush-Assist, w/o Batteries, 1/Ea.	Power Equipment	\$ 6,076.00	0%	\$4,962.32
74361	SSS OmniAir, Citrus Twist, 6/Cs.	Chemical	\$ 100.92	28%	\$72.66
11031	SSS S.G. Liquid Enzyme Counteractant, 12/1 Qt.	Chemical	\$ 70.80	28%	\$50.98
11006	SSS S.G. Liquid Odor Counteractant Conc., 12/1 Qt.	Chemical	\$ 65.68	28%	\$47.19
11009	SSS S.G. Powder Odor Counteractant, 6/2 Lb.	Chemical	\$ 48.00	28%	\$34.56
35005	SSS Astoria Twin Jumbo Roll Tissue Dispensers, 1/Cs.	Paper/Plastics	\$ 48.40	28%	\$34.85
12104	SSS PCR 32-gallon Utility Can, Blue, 4/Cs.	Supplies & Accessories	\$ 262.72	28%	\$191.72
36265	SSS Level Best II Finish Wet Mop 1 1/4" Lg, 12/Cs.	Supplies & Accessories	\$ 199.20	28%	\$143.42
11026	SSS S.G. Emergency Clean Up Powder, 6/1 Lb.	Supplies & Accessories	\$ 68.04	28%	\$48.99
36264	SSS Level Best II Finish Wet Mop 1 1/4" Wd, 12/Cs.	Supplies & Accessories	\$ 156.72	28%	\$112.84
37033	SSS Value Plus Nat 5" L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 78.24	28%	\$56.33
37037	SSS Value Plus Blue 5" Lg L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 78.24	28%	\$56.33
37042	SSS Value Plus Grn 5" Lg L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 78.24	28%	\$56.33
37046	SSS Value Plus Org 5" Lg L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 78.24	28%	\$56.33
11029	SSS S.G. Urinal Screen w/Block, 12/3 Cs.	Chemical	\$ 31.20	28%	\$22.46
11030	SSS S.G. Bio-Enzymatic Toilet Rim Stick, 12/Cs.	Chemical	\$ 31.20	28%	\$22.46
11069	SSS S.G. Dumpster Fresh, 12/1 Lb.	Chemical	\$ 46.80	28%	\$33.70
37040	SSS Value Plus Grn 5" Sm L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 51.84	28%	\$37.32
37044	SSS Value Plus Org 5" Sm L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 51.84	28%	\$37.32
37005	SSS 4-Ply Rayon Wet Mop Narrow 32 oz., 12/Cs.	Supplies & Accessories	\$ 113.52	28%	\$81.73
37032	SSS Value Plus Nat 5" Med L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 61.92	28%	\$44.58
37036	SSS Value Plus Blue 5" Med L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 61.92	28%	\$44.58
37041	SSS Value Plus Green 5" Med L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 61.92	28%	\$44.58
37045	SSS Value Plus Org 5" Med L End Wet Mop, 12/Cs.	Supplies & Accessories	\$ 61.92	28%	\$44.58
37028	SSS 4-Ply Rayon Wet Mop Sta-Flat Cut-End 20 oz., 12/Cs.	Supplies & Accessories	\$ 92.64	28%	\$66.70
37003	SSS 4-Ply Rayon Wet Mop Narrow 20 oz., 12/Cs.	Supplies & Accessories	\$ 76.80	28%	\$55.30
37006	SSS Value Plus Green 1-1/4" Lg L End W/M, 12/Cs.	Supplies & Accessories	\$ 76.80	28%	\$55.30
37112	SSS Value Plus Nat 1-1/4" Lg L End W/M, 12/Cs.	Supplies & Accessories	\$ 76.80	28%	\$55.30
37116	SSS Value Plus Blue 1-1/4" Lg L End W/M, 12/Cs.	Supplies & Accessories	\$ 76.80	28%	\$55.30
11070	SSS S.G. Dumpster Fresh, 1/25 Lb.	Chemical	\$ 55.40	28%	\$39.89
11057	SSS S.G. Bio-Enzyme Drain Maintainer, 12/1 Qt.	Chemical	\$ 51.12	28%	\$36.81
37110	SSS Value Plus Nat 1-1/4" Sm L End W/M, 12/Cs.	Supplies & Accessories	\$ 51.12	28%	\$36.81
APC0314	JAN-EUP/G(10) Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 107.14	28%	\$77.14
37081	SSS #16 Value Plus Rayon SF C-E W/M, 12/Cs.	Supplies & Accessories	\$ 68.40	28%	\$49.69
37023	SSS 4-Ply Rayon Wet Mop Sta-Flat Cut-End 24 oz., 12/Cs.	Supplies & Accessories	\$ 105.56	28%	\$76.79
37113	SSS Value Plus Nat 1-1/4" X-L L End W/M, 6/Cs.	Supplies & Accessories	\$ 45.60	28%	\$32.83
37117	SSS Value Plus Blue 1-1/4" X-L L End W/M, 6/Cs.	Supplies & Accessories	\$ 45.60	28%	\$32.83
17023	SSS Ultronn 20T0 Auto Scrubber, Orbital, Trans. Drive, w/o Batteries, 1/Ea.	Power Equipment	\$ 7,918.00	18%	\$6,492.76
11032	SSS S.G. Liquid Enzyme Counteractant, 4/1 Gal.	Chemical	\$ 70.80	28%	\$50.98
13021	SSS LHS Pink Lotion Hand Soap, 4/1 Gal.	Skin Care	\$ 69.30	28%	\$49.90
11074	SSS SafeN Easy Emergency Clean Up Kit, 36/Kit	Supplies & Accessories	\$ 347.04	28%	\$249.87
17022	SSS Ultronn 20T0 Auto Scrubber, Orbital, Trans. Drive, w/o Batteries, 1/Ea.	Power Equipment	\$ 7,993.00	18%	\$6,662.26
11006	SSS S.G. Liquid Odor Counteractant Conc., 4/1 Gal.	Chemical	\$ 54.44	28%	\$39.12
44017	SSS FoamClean Hand Sanitizer (Non Alcohol), 6/1250 mL	Skin Care	\$ 130.44	28%	\$93.92
37048	SSS Value Plus Nat 1-1/4" Med LoopEnd Wet Mop, 12/Cs.	Supplies & Accessories	\$ 95.28	28%	\$68.60
37013	SSS 4-Ply Rayon Wet Mop Wide 20 oz., 12/Cs.	Supplies & Accessories	\$ 85.20	28%	\$61.34
37012	SSS 4-Ply Rayon Wet Mop Wide 16 oz., 12/Cs.	Supplies & Accessories	\$ 70.08	28%	\$50.46
36822	SSS Laundry-Rite 1-1/4" LoopEnd Wet Mop, Lg, Natural, 12/Cs.	Supplies & Accessories	\$ 105.12	28%	\$75.69
36826	SSS Laundry-Rite 1-1/4" LoopEnd Wet Mop, Lg, Blue, 12/Cs.	Supplies & Accessories	\$ 105.12	28%	\$75.69
37034	SSS Value Plus Nat 5" X-L L End Wet Mop, 6/Cs.	Supplies & Accessories	\$ 47.40	28%	\$34.13
37038	SSS Value Plus Blue 5" X-L L End Wet Mop, 6/Cs.	Supplies & Accessories	\$ 47.40	28%	\$34.13
37043	SSS Value Plus Grn 5" X-L L End Wet Mop, 6/Cs.	Supplies & Accessories	\$ 47.40	28%	\$34.13
48320	SSS Navigator PDC Quick-Connect Kit, Quick-Connect, 6 Hose, Y-Splitter	Chemical	\$ 44.89	28%	\$32.10
37016	SSS 4-Ply Rayon Wet Mop Fantal Narrow 12 oz., 12/Cs.	Supplies & Accessories	\$ 74.64	28%	\$53.74
37014	SSS 4-Ply Rayon Wet Mop Wide 24 oz., 12/Cs.	Supplies & Accessories	\$ 99.36	28%	\$71.54
36557	SSS #24 Value Plus Blend C-E Wet Mop Narrow Blue, 12/Cs.	Supplies & Accessories	\$ 79.44	28%	\$57.20
36547	SSS #16 Value Plus Blend C-E Wet Mop Narrow Blue, 12/Cs.	Supplies & Accessories	\$ 64.68	28%	\$46.68
36562	SSS #32 Value Plus Blend C-E Wet Mop Narrow Blue, 12/Cs.	Supplies & Accessories	\$ 103.92	28%	\$74.82
37111	SSS Value Plus Nat 1-1/4" Med L End W/M, 12/Cs.	Supplies & Accessories	\$ 59.28	28%	\$42.68
37115	SSS Value Plus Blue 1-1/4" Med L End W/M, 12/Cs.	Supplies & Accessories	\$ 59.28	28%	\$42.68
37119	SSS Value Plus Green 1-1/4" Med L End W/M, 12/Cs.	Supplies & Accessories	\$ 59.28	28%	\$42.68
37017	SSS 4-Ply Rayon Wet Mop Fantal Narrow 16 oz., 12/Cs.	Supplies & Accessories	\$ 88.60	28%	\$63.94
44018	SSS FoamClean Ascend 62 Instant Hand Sanitizer, 4/1200 mL	Skin Care	\$ 162.00	28%	\$116.64
35202	SSS Astoria Select Mechanical TouchFree HRT Dispenser, 1/Cs.	Paper/Plastics	\$ 28.00	28%	\$20.16
44694	SSS FoamClean Ascend 70 Instant Hand Sanitizer, 6/1000 mL	Skin Care	\$ 144.60	28%	\$104.11
584-6	OMI FreshWave IAO Gal Wall Mount Unit, 6/Cs.	Supplies & Accessories	\$ 27.64	28%	\$19.90
37027	SSS 4-Ply Rayon Wet Mop Sta-Flat Cut-End 16 oz., 12/Cs.	Supplies & Accessories	\$ 78.00	28%	\$56.16
44618	SSS FoamClean TF Hand Sanitizer, Alcohol-Free, 4/1000 mL	Skin Care	\$ 136.40	28%	\$98.21
37018	SSS 4-Ply Rayon Wet Mop Fantal Narrow 20 oz., 12/Cs.	Supplies & Accessories	\$ 102.24	28%	\$73.61

Item #	Description	Primary Category	List Price	Discount	PCA Cost
44600	SSS FoamClean Ascend 62 Instant Hand Sanitizer, 6/1000 mL	Skin Care	\$ 137.38	28%	\$98.91
37076	SSS Value Plus 1-1/4" C-E Ray Finish Wet Mop #16, 12/Cs.	Supplies & Accessories	\$ 51.84	28%	\$37.32
8089	SSS Deodorant Conc., Deep Lemon, 4/1 Gal.	Chemical	\$ 86.40	28%	\$62.21
8030	SSS Deodorant Conc., Deep Cherry, 4/1 Gal.	Chemical	\$ 86.40	28%	\$62.21
APC1977	JANUSSEN-3100 Micro-Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 160.70	28%	\$115.70
48113	SSS Clear Out RTU Non-Arm. Glass Cleaner, 4/1 Gal.	Chemical	\$ 44.66	28%	\$32.16
21001	SSS Lavender Disinfectant Deodorant Plus, 12/20 oz.	Supplies & Accessories	\$ 74.63	28%	\$53.73
48105	SSS Burne & Run Cleaner/Maintainer, 4/1 Gal.	Chemical	\$ 52.80	28%	\$38.02
48112	SSS Clear Out RTU Non-Arm. Glass Cleaner, 12/1 Qt.	Chemical	\$ 48.44	28%	\$34.88
48187	SSS Bronco High Acid Emulsion Bowl, 12/1 Qt.	Chemical	\$ 50.98	28%	\$36.71
48097	SSS Hana Ten Acid Disinfectant Bowl Clnr, 12/1 Qt. (no sale CA)	Chemical	\$ 50.22	28%	\$36.16
48124	SSS Upper Deck Creme Cleanser, 12/1 Qt.	Chemical	\$ 55.06	28%	\$39.64
48183	SSS Strong Arm Heavy Duty Citrus Bowl Cleaner, 12/1 Qt.	Chemical	\$ 58.88	28%	\$42.30
48127	SSS Sunray Non-Armoniated Glass Clnr. Conc., 4/1 Gal.	Chemical	\$ 90.88	28%	\$65.43
67043	SSS Bio Buddy Bio-Active Concentrate, Mango Delight, 12/1 Qt.	Supplies & Accessories	\$ 81.60	28%	\$58.75
48123	SSS Extra Point Stainless Steel Polish, 12/1 Qt.	Chemical	\$ 111.28	28%	\$80.12
48304	SSS Navigator #76 Break Away, 2/2 Ltr.	Chemical	\$ 68.80	28%	\$49.54
48318	SSS Navigator PDC #77 Maverick HO Super-Duty Degreaser, 2/3L.	Chemical	\$ 84.12	28%	\$60.57
48314	SSS Navigator PDC #76 HyperSpeed HO Peroxide Clnr/Degreaser, 2/3L.	Chemical	\$ 106.38	28%	\$76.59
48256	SSS Navigator #66 Wild Fire Scrub & Recoat Cleaner, 2/2 Ltr.	Chemical	\$ 67.41	28%	\$48.54
A-114-028	ENV Absolute Clean RTU Ctr. C. Lnen Frig hyperConc, 2/1 Gal.	Chemical	\$ 178.52	24%	\$134.44
64046	SSS Alero PT Chamelton Refill, Summer Symphony, 6/Cs.	Chemical	\$ 71.27	28%	\$51.31
64047	SSS Alero PT Chamelton Refill, Citrus Vibe, 6/Cs.	Chemical	\$ 71.27	28%	\$51.31
64048	SSS Alero PT Chamelton Refill, Mint Cool, 6/Cs.	Chemical	\$ 71.27	28%	\$51.31
64049	SSS Alero PT Chamelton Refill, Floral Fiesta, 6/Cs.	Chemical	\$ 71.27	28%	\$51.31
64050	SSS Alero PT Chamelton Refill, Lemon & Linen Twist, 6/Cs.	Chemical	\$ 71.27	28%	\$51.31
37674	SSS 4-Ply Cotton Wet Mop Fantail C-E Narrow 24 oz., 12/Cs.	Supplies & Accessories	\$ 76.56	28%	\$55.12
13784	SSS Steriline AP Neutral Cleaner, 4/1 Gal.	Chemical	\$ 43.24	28%	\$31.13
37669	SSS 4-Ply Cotton Wet Mop Wide 24 oz., 12/Cs.	Supplies & Accessories	\$ 72.24	28%	\$52.01
13096	SSS Meteor UHS Restorer, 4/1 Gal.	Chemical	\$ 78.60	28%	\$56.59
13085	SSS Stroke Neutral No Rinse Cleaner, 4/1 Gal.	Chemical	\$ 60.54	28%	\$43.59
13089	SSS Blue Thunder All Purpose Cleaner, 4/1 Gal.	Chemical	\$ 61.08	28%	\$43.90
64054	SSS Alero PT Deluxe Chamelton Dispenser, White, 6/Cs.	Chemical	\$ 81.20	28%	\$58.96
13072	SSS Scotch Industrial Degreaser, 4/1 Gal.	Chemical	\$ 67.92	28%	\$48.90
13075	SSS Enz-Odder Liquid Bacteria, 12/1 Qt.	Chemical	\$ 87.00	28%	\$62.64
13124	SSS Navigator #11 Foamina Restroom Shower Cleaner, 2/2 Ltr.	Chemical	\$ 65.20	28%	\$46.94
13216	SSS Navigator #24 Compass M-P Neutral Cleaner, 2/2 Ltr.	Chemical	\$ 65.38	28%	\$47.07
13140	SSS Primo Multi-Purpose Cleaner, 4/1 Gal.	Chemical	\$ 65.72	28%	\$47.32
13070	SSS Blue Thunder All Purpose Cleaner, 1/5 Gal.	Chemical	\$ 91.48	28%	\$65.87
13204	SSS Navigator #9 Multi Purp. Disinfectant, 2/2 Ltr.	Chemical	\$ 91.48	28%	\$65.87
13060	SSS Shop Clean HP Degreaser, 1/5 Gal.	Chemical	\$ 85.12	28%	\$61.29
13211	SSS Navigator #18 Floral Spray Deodorizer, 2/2 Ltr.	Chemical	\$ 125.36	28%	\$90.26
13218	SSS Navigator #26 Summit Heavy Duty Cleaner, 2/2 Ltr.	Chemical	\$ 89.76	28%	\$64.75
13207	SSS Navigator #13 Super Duty Degreaser, 2/2 Ltr.	Chemical	\$ 112.28	28%	\$80.52
13201	SSS Navigator #5 Non Acid Bath & Bowl, 2/2 Ltr.	Chemical	\$ 130.22	28%	\$93.76
37660	SSS 4-Ply Cotton Wet Mop Narrow 32 oz., 12/Cs.	Supplies & Accessories	\$ 80.40	28%	\$57.89
13086	SSS Stroke Neutral No Rinse Cleaner, 1/5 Gal.	Chemical	\$ 66.26	28%	\$47.71
37658	SSS 4-Ply Cotton Wet Mop Narrow 20 oz., 12/Cs.	Supplies & Accessories	\$ 61.72	28%	\$44.57
37659	SSS 4-Ply Cotton Wet Mop Narrow 24 oz., 12/Cs.	Supplies & Accessories	\$ 63.12	28%	\$45.45
37668	SSS 4-Ply Cotton Wet Mop Wide 20 oz., 12/Cs.	Supplies & Accessories	\$ 63.12	28%	\$45.45
37665	SSS #24 Value Plus Cotton SF C-E WM, 12/Cs.	Supplies & Accessories	\$ 71.52	28%	\$51.49
37663	SSS 4-Ply Cotton Wet Mop Spa-Flat Cut-End, 20 Oz., 12/Cs.	Supplies & Accessories	\$ 71.52	28%	\$51.49
37684	SSS 4-Ply Cotton Wet Mop Spa-Flat Cut-End 24 Oz., 12/Cs.	Supplies & Accessories	\$ 79.92	28%	\$57.54
37655	SSS #24 Value Plus Cotton C-E WM, 12/Cs.	Supplies & Accessories	\$ 58.80	28%	\$42.34
47007	SSS NewAge LV 24" Professional Floor Applicator Kit, 1/Cs.	Chemical	\$ 106.20	28%	\$76.46
37698	SSS Value Plus C-E Ray Finish Wet Mop Wide #16, 12/Cs.	Supplies & Accessories	\$ 78.68	28%	\$56.77
37696	SSS Value Plus C-E Ray Finish Wet Mop Wide #16, 12/Cs.	Supplies & Accessories	\$ 58.32	28%	\$41.99
37695	SSS Value Plus Cotton Cut-End #32, 1.25" Natural, 12/Cs.	Supplies & Accessories	\$ 78.72	28%	\$56.68
37687	SSS 4-Ply Cotton Wet Mop 16 oz., 12/Cs.	Supplies & Accessories	\$ 61.76	28%	\$44.81
37693	SSS #24 Value Plus C-E Cotton Wet Mop-Wd, 12/Cs.	Supplies & Accessories	\$ 66.00	28%	\$47.52
37682	SSS 4-Ply Cotton Wet Mop Spa-Flat Cut-End, 16 oz., 12/Cs.	Supplies & Accessories	\$ 61.44	28%	\$44.24
37657	SSS 4-Ply Cotton Wet Mop Narrow 16 oz., 12/Cs.	Supplies & Accessories	\$ 44.64	28%	\$32.14
37656	SSS 4-Ply Cotton Wet Mop Narrow 12 oz., 12/Cs.	Supplies & Accessories	\$ 44.64	28%	\$32.14
37654	SSS #20 Value Plus Nat 1-1/4" Med C-E #20, 12/Cs.	Supplies & Accessories	\$ 48.00	28%	\$34.56
44012	SSS CleanTouch Vigor Lotion Soap, 6/1000 mL	Skin Care	\$ 73.80	28%	\$53.14
37653	SSS #16 Value Plus Cotton C-E WM, 12/Cs.	Supplies & Accessories	\$ 43.20	28%	\$31.10
44105	SSS Lotion Skin Cleanser BiB, 12/800 mL	Skin Care	\$ 70.56	28%	\$50.60
44095	SSS FoamClean Hy-Clean E2 Hand Cleaner Sanitizer, 6/1000 mL	Skin Care	\$ 105.00	28%	\$75.60
44076	SSS Powerscrub H-D Hand Cleaner, FT, 4/1 Gal.	Skin Care	\$ 132.08	28%	\$95.10
44169	SSS FoamClean CM Ensure Antibac, WT, 4/1000 mL	Skin Care	\$ 73.80	28%	\$52.99
34108	SSS Elevate TF Serenity Frag. Free Foam Hand Cleaner, 3/700 mL	Skin Care	\$ 74.87	28%	\$53.46
44030	SSS FoamClean Vanilla Sensation Hand Cleanser, 6/1000 mL	Skin Care	\$ 83.14	28%	\$59.86
44031	SSS FoamClean Spring Delight Hand Cleanser, 6/1000 mL	Skin Care	\$ 83.14	28%	\$59.86
44098	SSS FoamClean Lotion Skin Cleanser, 6/1000 mL	Skin Care	\$ 83.14	28%	\$59.86
44028	SSS FoamClean Dye/Frag-Free Lotion Skin Cleanser, 6/1000 mL	Skin Care	\$ 110.66	28%	\$79.68
44616	SSS FoamClean TF Lotion Skin Cleanser, GS, 4/1000 mL	Skin Care	\$ 110.66	28%	\$79.68
1344-03	GOJO PROVOON Foaming Antimicrobial Handwash w/ PCMC, LTX 3/700 mL	Skin Care	\$ 97.25	28%	\$70.02
44207	SSS CleanView Power Scrub Cleanser, 6/2000 mL	Skin Care	\$ 124.80	28%	\$89.84
44017	SSS Body Fresh Body & Hair BiB, 12/800 mL	Chemical	\$ 76.56	28%	\$55.12
44014	SSS CleanTouch Tropical Body Wash & Shampoo, 6/1000 mL	Chemical	\$ 76.44	28%	\$55.04
44204	SSS CleanView Lotion Skin Cleanser, 4/2000 mL	Skin Care	\$ 78.96	28%	\$56.85
44602	SSS FoamClean CM Lotion Skin Cleanser, 4/1000 mL	Skin Care	\$ 69.68	28%	\$50.17
44112	SSS WALNUT HD HAND SCRUB 4/1 GAL FTT	Skin Care	\$ 129.52	28%	\$93.25
44208	SSS CleanView Assure Antibacterial Skin Cleanser, 4/2000 mL	Skin Care	\$ 105.20	28%	\$75.74
13203	SSS Navigator #8 Neutral Floor Cleaner, 2/2 Ltr.	Chemical	\$ 122.51	28%	\$88.21
44032	SSS FoamClean UltraPure Hand Cleanser, 6/1000 mL	Skin Care	\$ 82.62	28%	\$59.49
44142	SSS FoamClean Body Fresh, 6/1000 mL	Skin Care	\$ 87.12	28%	\$62.73
44259	SSS FoamClean Enrich Moisture Wash, 6/1000 mL	Skin Care	\$ 80.60	28%	\$58.23
44117	SSS CleanView Walnut Heavy Duty Hand Scrub, 4/2000 mL	Skin Care	\$ 128.00	28%	\$92.16
44209	SSS CleanView Body Fresh Body & Hair, 4/2000 mL	Chemical	\$ 85.12	28%	\$61.09
76107	SSS Sterling Multi-Fold Towel Dispenser, 1/Cs.	Supplies & Accessories	\$ 33.30	28%	\$23.98
44097	SSS FoamClean Assure Antibacterial Skin Cleanser, 6/1000 mL	Skin Care	\$ 91.92	28%	\$66.18
44019	SSS FoamClean Assure Antibacterial Skin Cleanser, 6/1250 mL	Skin Care	\$ 106.92	28%	\$76.98
44141	SSS FoamClean Ensure Antibac. Wash, Grapefruit, 6/1000 mL	Skin Care	\$ 99.36	28%	\$71.54
44603	SSS FoamClean CM Dye/Frag. Free Lotion Skin Cleanser, GS, 4/1000 mL	Skin Care	\$ 69.78	28%	\$50.24
44113	SSS Power Scrub, H-D Hand Cleaner BiB, 2/3 Ltr.	Skin Care	\$ 110.12	28%	\$79.29
44168	SSS FoamClean CM Enrich Moisture Wash, 4/1000 mL	Skin Care	\$ 69.68	28%	\$50.17
44170	SSS FoamClean CM Push Moisture Wash, 4/1000 mL	Skin Care	\$ 69.68	28%	\$50.17
44256	SSS FoamClean Ascend 62 Instant Hand Sanitizer, 8/950 mL	Skin Care	\$ 136.80	28%	\$98.50
44020	SSS FoamClean Lotion Cleanser, Ruby Pink, Tropical, 6/1250 mL	Skin Care	\$ 96.94	28%	\$69.80
44075	SSS Master Care Antiseptic Skin Cleanser EP, 4/1 Gal.	Skin Care	\$ 80.72	28%	\$58.12
76189PLT	SSS Sterling Select HW Towel, White, 2' 6/800, 50/Pk	Paper/Plastics	\$ 3,658.68	28%	\$2,618.41
44221	SSS FoamClean Antibacterial Hand Soap Pump, 8/950 mL	Skin Care	\$ 91.84	28%	\$66.12
44623	SSS Cherry Scrub HD Hand Cleaner, 4/2 Ltr.	Skin Care	\$ 127.60	28%	\$91.87
44137	SSS Assure Antibacterial Skin Cleanser, Pour Top, 1 Gal, 4/cs	Skin Care	\$ 106.48	28%	\$76.67
44116	SSS Power Scrub, H-D Hand Cleaner BiB, 2/8 Ltr.	Skin Care	\$ 192.32	28%	\$138.90
47002	SSS NewAge HW 18" Floor Applicator Kit, 1/Cs.	Chemical	\$ 98.66	28%	\$71.04
44079	SSS Tender Care Pink Lotion Cleanser, EP, 4/1 Gal.	Skin Care	\$ 64.16	28%	\$46.20
44205	SSS CleanView Luxury Lotion Soap, 4/2000 mL	Skin Care	\$ 103.28	28%	\$74.36
44617	SSS FoamClean TF Assure Antibacterial Soap, 4/1000 mL	Skin Care	\$ 115.28	28%	\$83.00
44140	SSS Instant Hand Sanitizer BiB with Alcohol, 12/800 mL	Skin Care	\$ 106.32	28%	\$76.55
76306PLT	SSS Sterling Select Jumbo Jr. Tissue, 2-Ply, 12/1000, 48/Pk	Paper/Plastics	\$ 3,167.20	28%	\$2,280.38
44222	SSS FoamClean Lotion Skin Cleanser Pump, GS, 8/950 mL	Skin Care	\$ 82.62	28%	\$59.63
76304PLT	SSS Sterling Select Emb. Bathroom Tissue, 2-Ply, 45/375, 40/Pk	Paper/Plastics	\$ 3,797.26	28%	\$2,734.03
44015	SSS FoamClean Hand Sanitizer, 8/950 mL/cs	Skin Care	\$ 121.12	28%	\$87.21
64071	SSS Alero ST 3000 Metered Dispenser, 6/Cs.	Supplies & Accessories	\$ 246.72	28%	\$177.64
44082	SSS Body Fresh Body & Hair Cleanser, EP, 4/1 Gal.	Chemical	\$ 97.28	28%	\$70.04
44108	SSS Master Care Antiseptic Lotion BiB, 12/800 mL	Skin Care	\$ 82.56	28%	\$59.44
44109	SSS Assure Antibacterial Skin Cleanser BiB, 12/800 mL	Skin Care	\$ 82.56	28%	\$59.44
13202	SSS Navigator #7 Heavy Duty Cleaner, 2/2 Ltr.	Chemical	\$ 132.14	28%	\$95.14
37372	SSS Dust Mop Frames 5'x 18", 12/Cs.	Supplies & Accessories	\$ 12.72	28%	\$9.16
48303	SSS Mint Bowl Disinfectant Cleaner 9% HCL, 12/1 Qt.	Chemical	\$ 44.15	28%	\$31.79
44135	SSS Assure Antibacterial Skin Cleanser Pump, 12/8 Oz.	Skin Care	\$ 69.84	28%	\$50.28
76307PLT	SSS Sterling Select Compact HW Towel, White, 8", 12/500, 35/Pk	Paper/Plastics	\$ 2,917.98	28%	\$2,100.95
44211	SSS CleanView Ultra Scrub HW Duty Cleaner, 2/4000 mL	Skin Care	\$ 116.84	28%	\$83.87
48076	SSS Pit Stop HD Floor Stripper, 2/2.5 Gal.	Chemical	\$ 65.34	28%	\$47.04
44214	SSS CleanView Acclaim H-Duty Cleaner, 2/4000 mL	Skin Care	\$ 117.48	28%	\$84.59
37375	SSS Dust Mop Frames 5'x 18", 12/Cs.	Supplies & Accessories	\$ 65.08	28%	\$46.87
76109PLT	SSS Sterling Select HW Towel, Kraft, 8", 6/800, 55/Pk	Paper/Plastics	\$ 3,020.88	28%	\$2,175.03
48077	SSS Crew Chief No Rinse Speed Stripper, 2/2.5 Gal.	Chemical	\$ 87.76	28%	\$63.19
44215	SSS CleanView Power Scrub Cleaner, 2/4000 mL	Skin Care	\$ 100.88	28%	\$72.63
37377	SSS Dust Mop Frames 5'x 48", 12/Cs.	Supplies & Accessories	\$ 67.84	28%	\$48.24
12033	SSS Dust Mop Frames 5'x 24", 12/Cs.	Supplies & Accessories	\$ 47.28	28%	\$34.04
SC839	Sanitaire 7 Amp 18 qt. Vacuum w/Shake Out Bag, 16", 1/Ea.	Power Equipment	\$ 552.40	18%	\$442.97
48086	SSS Starter Acrylic Floor Sealer, 2/2.5 Gal.	Chemical	\$ 107.24	28%	\$77.21
48181	SSS Fury HP Non-Corrosive Floor Stripper, 2/2.5 Gal.	Chemical	\$ 116.84	28%	\$83.38
48054	SSS Take Down Low Odor Floor Stripper, 4/1 Gal.	Chemical	\$ 91.14	28%	\$65.62
21107	SSS Hand Sanitizer Wipe, 7"x6", 6/210 CT	Supplies & Accessories	\$ 114.02	28%	\$82.09
37694	SSS 1-1/8"x60" Quick Chg Wood Wet Mop Handles, 12/Cs.	Supplies & Accessories	\$ 137.52	28%	\$99.01
48074	SSS Power Mid Solids Floor Finish, 2/2.5 Gal.	Chemical	\$ 121.84	28%	\$87.73
48104	SSS DownForce High Perf. Extended Wear Finish, 2/2.5 Gal.	Chemical	\$ 132.64	28%	\$95.50
37220	SSS #26 12" Janitor Corn Broom, 12/Cs.	Supplies & Accessories	\$ 130.32	28%	\$93.83
37225	SSS 11" Angle Broom, 12/Cs.	Supplies & Accessories	\$ 130.32	28%	\$93.83
37133	SSS MicroPower 5'x 24" HD Alum. Frame, 12/Cs.	Supplies & Accessories	\$ 150.54	28%	\$107.77
37977	SSS 1"x60" Cleacher Fiberglass Wet Handles, 12/Cs.	Supplies & Accessories	\$ 243.60	28%	\$175.39
48053	SSS Legacy Metal-Free Floor Finish, 1/5 Gal.	Chemical	\$ 146.22	28%	\$105.28
48083	SS				

Item #	Description	Primary Category	List Price	Discount	PCA Cost
37996	SSS XL MicroPower Collapsible Pocket Mop Frame, 12/Cs.	Supplies & Accessories	\$ 146.16	28%	\$105.24
37378	SSS 60" Quick Change Wood Handle, 12/Cs.	Supplies & Accessories	\$ 142.80	28%	\$102.82
48156	SSS NanoForce Nano Powered Floor Finish, 4/1 Gal.	Chemical	\$ 131.42	28%	\$94.62
37132	SSS MicroPower 5" x 16" HD Alum. Frame, 12/Cs.	Supplies & Accessories	\$ 116.16	28%	\$83.64
37965	SSS Dust Mop Frames 5x60" 12/Cs.	Supplies & Accessories	\$ 116.16	28%	\$83.64
21105	SSS Stainless Steel Wipes, 9.75"x10.5"/870 CT	Supplies & Accessories	\$ 111.22	28%	\$80.08
52002	SSS Sterling Select Electronic TF 10" Roll Towel Dispenser, 1/Cs.	Supplies & Accessories	\$ 152.76	28%	\$109.99
37131	SSS MicroPower 5" x 11" HD Alum. Frame, 12/Cs.	Supplies & Accessories	\$ 92.16	28%	\$66.36
67059	SSS P-Guard Urinal Mat 6/Cs.	Chemical	\$ 65.38	28%	\$47.51
SC986	Sanitare 7 Amp 18 qt. Vac w/Shake Out Bag, 1/Ea.	Power Equipment	\$ 420.84	18%	\$345.09
67060	SSS P-Guard Toilet Mat, 6/Cs.	Chemical	\$ 68.14	28%	\$49.06
37697	SSS 1-1/8" x60" Sla-Flat Wet Mop Handles, 12/Cs.	Supplies & Accessories	\$ 78.00	28%	\$56.16
8-273-117	ENV Bucket Buddy H2O Deterg. Con. 1/17 Sanitizer/Vnu. Cleaner 12/cs.	Chemical	\$ 218.02	24%	\$166.38
13039	SSS Miraquest Plus UHS Finish, 4/1 Gal.	Chemical	\$ 115.84	28%	\$83.48
13080	SSS Centaur No Rinse Stripper, 1/5 Gal.	Chemical	\$ 124.84	28%	\$89.88
13129	SSS Laser Edge Stripper, 4/1 Gal.	Chemical	\$ 105.92	28%	\$76.26
13040	SSS Miraquez Strip UHS Finish, 1/5 Gal.	Chemical	\$ 134.56	28%	\$96.88
13076	SSS 2nd Shift HD Industrial Degreaser, 4/1 Gal.	Chemical	\$ 72.40	28%	\$52.13
13115	SSS Matrix Ultra High Solids 26.5% Finish, 1/5 Gal.	Chemical	\$ 187.70	28%	\$135.14
13124	SSS Alpha 17 Mid Solids Finish, 1/5 Gal.	Chemical	\$ 122.58	28%	\$88.26
13114	SSS Matrix Ultra High Solids 26.5% Finish, 4/1 Gal.	Chemical	\$ 151.48	28%	\$109.05
13117	SSS Omega 20 High Solids Finish, 4/1 Gal.	Chemical	\$ 123.04	28%	\$88.59
13130	SSS Laser Edge Stripper, 1/5 Gal.	Chemical	\$ 130.58	28%	\$94.02
13123	SSS Alpha 17 Mid Solids Finish, 4/1 Gal.	Chemical	\$ 99.54	28%	\$71.67
8-262-1	ENV Portable H2O Dispenser, 1/Cs.	Chemical	\$ 42.36	24%	\$32.19
74242	SSS AutoSoap Lotion with Moisturizer, 4/800 mL	Skin Care	\$ 66.96	28%	\$48.21
68609	KUT Foaming Luxury Hand Soap, Dye & Fragrance Free, 4/1 Gal.	Skin Care	\$ 79.72	28%	\$57.40
31103	SSS Hand Cleaner Towels, 6.5"x12", 6/70 CT	Supplies & Accessories	\$ 110.47	28%	\$79.54
SC2679	Sanitare 5 Amp 18 qt. Vacuum w/Shake Out Bag, 1/Ea.	Power Equipment	\$ 204.68	18%	\$169.90
37169	SSS MicroPower Dust Mop Bl, 24", 12/Cs.	Supplies & Accessories	\$ 163.20	28%	\$117.50
22205	SSS Scrape-N-Scrub Orange Fiberglass Mop Handle, 12/Cs.	Supplies & Accessories	\$ 283.66	28%	\$204.24
24003	SSS GenEon True Dry Deionized O3 Device, 1/Cs.	On-Site Generating Tech	\$ 1075.00	8%	\$985.00
21101	SSS Graphic Remove Wipes, 9.5x12", 6/30 CT	Supplies & Accessories	\$ 104.49	28%	\$75.23
AASDIAMOND	Bona 5" Diamond Abrasive, 240 Gnt. 48/Cs.	Supplies & Accessories	\$ 594.68	28%	\$428.17
904	IMP Dispensing Pump, 1 oz. w/38mm Cap, 24/Cs.	Supplies & Accessories	\$ 107.22	28%	\$77.27
78106	SSS UNX Linx Degreaser, 1/5 Gal.	Chemical	\$ 412.60	28%	\$297.07
AASDIAMD611	Bona 6" Diamond Abrasive, 180 Gnt. 32/Cs.	Supplies & Accessories	\$ 537.50	28%	\$387.00
22207	SSS Dock'n Lock Janitor Cart, 1/Cs.	Supplies & Accessories	\$ 466.44	28%	\$335.84
32001	SSS Full Court Press Sports Floor Finish, 1/5 Gal.	Chemical	\$ 474.12	28%	\$341.37
APC2622	JAN-ADV-2(10) Micro-Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 113.80	28%	\$82.16
31660	SSS Stripping Boots (5/6-8), 1/Cs.	Supplies & Accessories	\$ 72.44	28%	\$52.16
31661	SSS Stripping Boots (M/8-9.5), 1/Cs.	Supplies & Accessories	\$ 72.44	28%	\$52.16
31662	SSS Stripping Boots (L/9.5-11), 1/Cs.	Supplies & Accessories	\$ 72.44	28%	\$52.16
31663	SSS Stripping Boots (XL/14), 1/Cs.	Supplies & Accessories	\$ 72.44	28%	\$52.16
78103	SSS-UNX Dish Machine Drying Agent, 4/1 Gal.	Chemical	\$ 171.72	28%	\$123.64
HWM18SG	GS Wet-Grip Wet Mop Handle, 12/Cs.	Supplies & Accessories	\$ 248.83	28%	\$179.16
22106	SSS PCR 4-gallon Utility Can, Black, 4/Cs.	Supplies & Accessories	\$ 361.66	28%	\$260.40
78108	SSS UNX Heavy Duty Dish Machine Detergent, 1/5 Gal.	Chemical	\$ 181.51	28%	\$131.65
78112	SSS Sterling Select 2.0 Side-by-Side Bath Tissue Disp. Bk. 4/cs.	Paper/Plastics	\$ 148.80	28%	\$107.14
APC0253	JAN-ELU-2(10) Micro-Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 99.18	28%	\$71.41
APC3285	JAN-ADVUS0-2(10) Micro-Filter + 2 Pn. Filters, 10/10 Cs.	Supplies & Accessories	\$ 122.04	28%	\$87.87
21201	KUT Foam Antibacterial Hand Soap (1% BZK), 4/1 Gal.	Skin Care	\$ 63.38	28%	\$45.90
21106	SSS Stainless Steel Wipes, 9.75"x10.5", 6/30 CT	Supplies & Accessories	\$ 82.17	28%	\$59.16
APC3087	JAN-PTSCPE-2(10) Micro-Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 134.86	28%	\$97.10
78102	SSS-UNX Dish Machine Detergent - 1/5 Gal.	Chemical	\$ 148.08	28%	\$107.24
APC1632	JAN-PTEV-2(10) Micro-Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 132.52	28%	\$95.11
8-550-SSS	SSS-ENV Secondary Bottle & Spray, 117 Green, Lt-Duty, 84/cs.	Chemical	\$ 381.32	24%	\$289.80
8-562-SSS	SSS-ENV Secondary Bottle & Spray, 117 Red, Heavy-Duty, 84/cs.	Chemical	\$ 381.32	24%	\$289.80
8-60N	ENV Absolute Bottle & Spray, 117 Light Duty, 84/cs.	Chemical	\$ 381.32	24%	\$289.80
AR-RED	ENV Absolute Bottle & Spray Head-Heavy Duty Red, 84/cs.	Chemical	\$ 381.32	24%	\$289.80
APC2011	JAN-WVVR-3(10) Micro-Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 129.48	28%	\$93.23
48302	SSS Navigator PDC #60 Sluggo Mid Acid Restroom Cleaner, 2/3L.	Chemical	\$ 132.90	28%	\$95.69
78115	SSS UNX Tm & Dm Enzyme Cleaner - 1/5 Gal.	Chemical	\$ 112.03	28%	\$80.46
22103	SSS PCR Duo Dolly, 2/Cs.	Supplies & Accessories	\$ 147.84	28%	\$106.44
78105	SSS-UNX Heavy Duty Dish Machine Detergent, 4/1 Gal.	Chemical	\$ 157.68	28%	\$113.53
78111	SSS-UNX Dishwashing Pre-Soak, 4/1 Gal.	Chemical	\$ 133.80	28%	\$96.19
APC3100	JAN-PT 8(2) (10) Micro-Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 153.82	28%	\$110.72
APC1717	JAN-PTOV-2(10) Micro-Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 130.88	28%	\$94.23
APC1694	JAN-PTMV-2(10) Micro-Filter Bag, 10/10 Cs.	Supplies & Accessories	\$ 149.32	28%	\$107.51
78112	SSS-UNX Dish Machine Rinse Aid, 4/1 Gal.	Chemical	\$ 140.08	28%	\$100.84
78108	SSS UNX Neutral Laundry Detergent, 1/5 Gal.	Chemical	\$ 104.66	28%	\$75.46
48062	SSS Sunray RTU Non-Am. Glass Cleaner, 12/1 qt. w/Sp.	Chemical	\$ 59.02	28%	\$42.40
22102	SSS EarthCare PCR Dock'n Lock Dolly, 2/Cs.	Supplies & Accessories	\$ 231.18	28%	\$166.45
22108	SSS PCR Jumbo Deterg Lobay Pan, 10/Cs.	Supplies & Accessories	\$ 300.56	28%	\$216.40
78101	SSS UNX Dish Machine Detergent, 4/1 Gal.	Chemical	\$ 125.82	28%	\$90.80
78109	SSS-UNX Pot & Pan Detergent, 4/1 Gal.	Chemical	\$ 125.82	28%	\$90.50
31871	SSS Bulldog Disposable Dusting Cloths, 6"x8", 1x250, 250/Cs.	Supplies & Accessories	\$ 88.15	28%	\$63.47
83007	SSS Flat Urinal Screen, Blue, Pleasant Scent, 6/12 Cs.	Chemical	\$ 175.86	28%	\$125.26
83008	SSS Flat Urinal Screen Cherry Red, 6/12 Cs.	Chemical	\$ 160.08	28%	\$115.26
83009	SSS Blue In-Tank Bowl Cleaner, 12/Cs.	Chemical	\$ 44.30	28%	\$31.90
8068	SSS Ultra Urinal Screen w/ Enz Block, Evergreen, 6/Cs.	Chemical	\$ 29.85	28%	\$21.49
8053	SSS Rim Hanger Apple w/ Cleaner Block, 12/Cs.	Chemical	\$ 35.57	28%	\$25.61
31029	SSS 13" Black Stripping Floor Pad, 5/Cs.	Supplies & Accessories	\$ 19.93	28%	\$14.35
31062	SSS 13" Green Scrubbing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 19.93	28%	\$14.35
31078	SSS 13" Blue Cleaning Floor Pad, 5/Cs.	Supplies & Accessories	\$ 19.93	28%	\$14.35
31094	SSS 13" Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 19.93	28%	\$14.35
31112	SSS 13" White High Lustrre Polishing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 19.93	28%	\$14.35
8254	SSS X-Duty Urinal Screen w/ Cleaner Block, Apple, 12/Cs.	Chemical	\$ 47.67	28%	\$34.32
8654	SSS X-Duty Urinal Screen w/ Cleaner Block, Cinnamon, 12/Cs.	Chemical	\$ 47.67	28%	\$34.32
83001	SSS Urinal Scr. Cherry Non-Para Block 4 Oz., 12/Cs.	Chemical	\$ 47.67	28%	\$34.32
83002	SSS Urinal Scr. Pl. Scent Non-Para Block 4 Oz., 12/Cs.	Chemical	\$ 47.67	28%	\$34.32
83012	SSS Urinal Screen w/Non-Para Block, Cinnamon 4 Oz., 12/Cs.	Chemical	\$ 47.67	28%	\$34.32
8285	SSS Urinal Screen w/ Cleaner Block, Apple, 1500 Flushes, 12/Cs.	Chemical	\$ 39.40	28%	\$28.37
8019	SSS Granul. Deodorant, Lemon, Shaker, 1/21 Lb.	Chemical	\$ 17.86	28%	\$12.81
8061	SSS 3 oz. Para Blocks, Cherry, 12/12 Cs. (restricted)	Chemical	\$ 194.41	28%	\$139.98
8049	SSS 4 oz. Para Blocks, Lemon, 6/1 Lb.	Chemical	\$ 108.81	28%	\$78.34
8062	SSS 4 oz. Para Blocks, Cherry, 12/12 Cs. (restricted)	Chemical	\$ 243.03	28%	\$174.98
8064	SSS Rim Hanger Cherry w/Para Block, 12/12 Cs. (restricted)	Chemical	\$ 323.83	28%	\$232.94
83004	SSS Urinal Screen Cherry Para Block 3 Oz., 12/Cs. (restricted)	Chemical	\$ 58.96	28%	\$42.45
8067	SSS Para Super Block, Cherry 20 Lb., 1/Cs. (restricted)	Chemical	\$ 118.91	28%	\$85.62
8035	SSS Gripper Toilet Bowl Deodorizer, Mountain Blast, 12/Cs.	Chemical	\$ 46.09	28%	\$33.18
8859	SSS Gripper Toilet Bowl Deodorizer, Melon Mania, 12/Cs.	Chemical	\$ 46.09	28%	\$33.18
8860	SSS Gripper Toilet Bowl Deodorizer, Lime Twist, 12/Cs.	Chemical	\$ 46.09	28%	\$33.18
8086	SSS Toilet Floor Mat, 6/Cs.	Chemical	\$ 110.53	28%	\$79.58
8085	SSS Urinal Floor Mat, 6/Cs.	Chemical	\$ 105.47	28%	\$75.94
8066	SSS Para Wall Block Cherry 24 Oz., 6/Cs. (restricted)	Chemical	\$ 15.00	28%	\$10.80
21013	SSS Stainless Steel Cleaner & Polish, 12/15 Oz.	Chemical	\$ 84.34	28%	\$60.72
8065	SSS Para Wall Block Cherry 16 Oz., 6/Cs. (restricted)	Chemical	\$ 53.89	28%	\$38.67
8036	SSS Passive Air Freshener Kettis, Mountain Blast, 24/Cs.	Chemical	\$ 81.80	28%	\$58.90
8010	SSS Sea Shell Flat Urinal Screens, Lavender, 6x10/Cs.	Chemical	\$ 238.80	28%	\$171.94
8030	SSS Sea Shell Flat Urinal Screens, Melon Mania, 6x10/Cs.	Chemical	\$ 238.80	28%	\$171.94
8031	SSS Sea Shell Flat Urinal Screens, Lime Twist, 6x10/Cs.	Chemical	\$ 238.80	28%	\$171.94
8032	SSS Sea Shell Flat Urinal Screens, Mountain Blast, 6x10/Cs.	Chemical	\$ 238.80	28%	\$171.94
8033	SSS Sea Shell Flat Urinal Screens, Super Sunblast, 6x10/Cs.	Chemical	\$ 238.80	28%	\$171.94
8034	SSS Sea Shell Flat Urinal Screens, Magnificent Mango, 6x10/Cs.	Chemical	\$ 238.80	28%	\$171.94
8037	SSS Sea Shell Flat Urinal Screens, Apple Cinnamon, 6x10/Cs.	Chemical	\$ 238.80	28%	\$171.94
31870	SSS Bulldog Disposable Dusting Cloths, 6"x5", 2x250, 500/Cs.	Supplies & Accessories	\$ 118.43	28%	\$85.83
8045	SSS Aura Prem. Flat Urinal Screen Magnificent Mango, 6x10, 60/Cs.	Chemical	\$ 351.54	28%	\$253.11
78104	SSS-UNX Dish Machine Drying Agent, 1/5 Gal.	Chemical	\$ 184.02	28%	\$132.49
31035	SSS 19" Black Stripping Floor Pad, 5/Cs.	Supplies & Accessories	\$ 35.14	28%	\$25.30
31088	SSS 19" Green Scrubbing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 35.14	28%	\$25.30
31084	SSS 19" Blue Cleaning Floor Pad, 5/Cs.	Supplies & Accessories	\$ 35.14	28%	\$25.30
31100	SSS 19" Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 35.14	28%	\$25.30
31118	SSS 19" White High Lustrre Polishing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 35.14	28%	\$25.30
31017	SSS 17" Super Strip 500 Black Floor Pad, 5/Cs.	Supplies & Accessories	\$ 38.84	28%	\$27.96
78004	SSS-UNX Built Laundry Detergent, 1/5 Gal.	Chemical	\$ 192.22	28%	\$138.40
48043	SSS Navigator #88 Lavender Spray-Mist Deodorizer, 2/2 Ltr	Chemical	\$ 83.21	28%	\$59.91
76301PLY	SSS Sterling Select H/W Roll Towel, White, 10", 6/800, 45/Pk.	Paper/Plastics	\$ 486.74	28%	\$350.81
78100	SSS-UNX Dish Machine De-Scaler, 4/1 Gal.	Chemical	\$ 137.18	28%	\$98.77
78107	SSS-UNX Striker Oven & Grill Cleaner, 4/1 Gal.	Chemical	\$ 133.40	28%	\$96.05
8343	SSS Enzyme Deodorant, Mint, 1/5 Gal.	Chemical	\$ 93.40	28%	\$67.25
78109	SSS Sterling Select O' Compact Towel Dispenser, 1/Cs.	Supplies & Accessories	\$ 368.98	28%	\$266.23
SC2889	Sanitare 7 Amp 8.1 Oz. Vacuum w/Zipper Bag 12", 1/Ea.	Power Equipment	\$ 435.64	18%	\$357.22
0800	RCP 18" Microfiber Finish Mop, 6/Cs.	Supplies & Accessories	\$ 173.16	28%	\$124.68
31034	SSS 18" Black Stripping Floor Pad, 5/Cs.	Supplies & Accessories	\$ 32.79	28%	\$23.61
31095	SSS 18" Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 32.79	28%	\$23.61
31117	SSS 18" White High Lustrre Polishing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 32.79	28%	\$23.61
8358	SSS Enzyme Deodorant, Mint, 4/1 Gal.	Chemical	\$ 91.76	28%	\$66.07
31031	SSS 15" Black Stripping Floor Pad, 5/Cs.	Supplies & Accessories	\$ 24.99	28%	\$17.99
31096	SSS 15" Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 24.99	28%	\$17.99
31114	SSS 15" White High Lustrre Polishing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 24.99	28%	\$17.99
78010	SSS-UNX Laundry Detergent Booster, 1/5 Gal.	Chemical	\$ 169.82	28%	\$122.27
8856	SSS Drain-Zyme, Enzyme Drain Maintainer, Lemon, 4/1 Gal.	Chemical	\$ 97.32	28%	\$70.07
31447	SSS Brown Heavy Duty Pad, 4.5"x10", 4x5/Cs.	Supplies & Accessories	\$ 36.76	28%	\$26.47
31448	SSS Blue Medium Duty Pad, 4.5"x10", 4x5/Cs.	Supplies & Accessories	\$ 36.76	28%	\$26.47
31449	SSS White Light Duty Pad, 4.5"x10", 4x5/Cs.	Supplies & Accessories	\$ 36.76	28%	\$26.47

Item #	Description	Primary Category	List Price	Discount	PCA Cost
31069	SSS 20' Green Scrubbing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 37.96	28%	\$27.33
31085	SSS 20' Blue Cleaning Floor Pad, 5/Cs.	Supplies & Accessories	\$ 37.96	28%	\$27.33
31101	SSS 20' Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 37.96	28%	\$27.33
31119	SSS 20' White High Lustré Polishing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 37.96	28%	\$27.33
31098	SSS 20' PT 3000 XHD Stripping Pad, 5/Cs.	Supplies & Accessories	\$ 52.41	28%	\$37.81
8021	SSS Water Soluble Deodorant, Lemon, 4/1 Gal.	Chemical	\$ 128.48	28%	\$92.51
8221	SSS Water Soluble Deodorant, Apple, 4/1 Gal.	Chemical	\$ 128.48	28%	\$92.51
8321	SSS Water Soluble Deodorant, Mint Fresh, 4/1 Gal.	Chemical	\$ 128.48	28%	\$92.51
8721	SSS Water Soluble Deodorant, Mountain Air, 4/1 Gal.	Chemical	\$ 128.48	28%	\$92.51
8823	SSS Odor Control Fogger Aerosol, 12.5 Oz.	Chemical	\$ 62.45	28%	\$44.95
UNX86329	UNX Spec-Tak Enzyme Bleach Detergent, 50 Paks/Cs.	Chemical	\$ 61.60	28%	\$44.35
426	Big D Aerosol Room Deodorant, Mountain Air, 12/15 Oz.	Supplies & Accessories	\$ 97.57	28%	\$70.25
8857	SSS Drain-Zyme, Enzyme Drain Restorer, Lemon, 1/5 Gal.	Chemical	\$ 101.65	28%	\$73.19
52001	SSS Sterling Select TouchFree 10' Roll Towel Dispenser, 1/Cs.	Supplies & Accessories	\$ 99.68	28%	\$71.77
31033	SSS 17' Black Stripping Floor Pad, 5/Cs.	Supplies & Accessories	\$ 29.24	28%	\$21.05
31066	SSS 17' Green Scrubbing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 29.24	28%	\$21.05
31082	SSS 17' Blue Cleaning Floor Pad, 5/Cs.	Supplies & Accessories	\$ 29.24	28%	\$21.05
31098	SSS 17' Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 29.24	28%	\$21.05
31116	SSS 17' White High Lustré Polishing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 29.24	28%	\$21.05
31028	SSS 12' Black Stripping Floor Pad, 5/Cs.	Supplies & Accessories	\$ 18.26	28%	\$13.15
31061	SSS 12' Green Scrubbing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 18.26	28%	\$13.15
31093	SSS 12' Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 18.26	28%	\$13.15
31111	SSS 12' White High Lustré Polishing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 18.26	28%	\$13.15
31020	SSS 20' Super Strip 500 Black Floor Pad, 5/Cs.	Supplies & Accessories	\$ 49.62	28%	\$35.73
78033	SSS-UNX Built Laundry Detergent, 11/5 Gal.	Chemical	\$ 517.12	28%	\$372.43
78110	SSS-UNX Pot & Pan Detergent, 1/5 Gal.	Chemical	\$ 142.98	28%	\$102.95
31030	SSS 14' Black Stripping Floor Pad, 5/Cs.	Supplies & Accessories	\$ 22.90	28%	\$16.49
31063	SSS 14' Green Scrubbing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 22.90	28%	\$16.49
31079	SSS 14' Blue Cleaning Floor Pad, 5/Cs.	Supplies & Accessories	\$ 22.90	28%	\$16.49
31095	SSS 14' Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 22.90	28%	\$16.49
31113	SSS 14' White High Lustré Polishing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 22.90	28%	\$16.49
31241	SSS 14x28' Black Square Edge Floor Pads, 5/Cs.	Supplies & Accessories	\$ 63.42	28%	\$45.66
31245	SSS 14x28' Blue Square Edge Floor Pads, 5/Cs.	Supplies & Accessories	\$ 63.42	28%	\$45.66
31253	SSS 14x28' Red Square Edge Floor Pads, 5/Cs.	Supplies & Accessories	\$ 63.42	28%	\$45.66
31257	SSS 14x28' White Square Edge Floor Pads, 5/Cs.	Supplies & Accessories	\$ 63.42	28%	\$45.66
31202	SSS 21' Natural Lite UHS Burnish Floor Pad, 5/Cs.	Supplies & Accessories	\$ 146.52	28%	\$105.49
78113	SSS-UNX Dash Machine Rinse Aid, 1/5 Gal.	Chemical	\$ 86.79	28%	\$62.49
31220	SSS 27' Natural Poly UHS Burnish Pad, 5/Cs.	Supplies & Accessories	\$ 86.79	28%	\$62.49
31481	SSS 27' Rejuvenator Restorer/UHS Floor Pad, 5/Cs.	Supplies & Accessories	\$ 86.79	28%	\$62.49
78029	SSS-UNX Laundry Sour, 1/5 Gal.	Chemical	\$ 142.98	28%	\$102.95
31240	SSS 14x20' Black Square Edge Floor Pads, 5/Cs.	Supplies & Accessories	\$ 47.58	28%	\$34.26
31244	SSS 14x20' Blue Square Edge Floor Pads, 5/Cs.	Supplies & Accessories	\$ 47.58	28%	\$34.26
31248	SSS 14x20' Green Square Edge Floor Pads, 5/Cs.	Supplies & Accessories	\$ 47.58	28%	\$34.26
31252	SSS 14x20' Red Square Edge Floor Pads, 5/Cs.	Supplies & Accessories	\$ 47.58	28%	\$34.26
31256	SSS 14x20' White Square Edge Floor Pads, 5/Cs.	Supplies & Accessories	\$ 47.58	28%	\$34.26
69009	KUT Foaming Luxury Hand Soap, GS-41A, 4/1 Gal.	Skin Care	\$ 81.30	28%	\$58.54
31147	SSS 20' Aqua UHS Burnishing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
31161	SSS 20' Beige UHS Polythermal Floor Pad, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
31175	SSS 20' PT 3000 XL UHS Maintenance Floor Pad, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
31187	SSS 20' Champagne UHS Burnishing, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
31201	SSS 20' Natural Lite UHS Burnish Floor Pad, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
31215	SSS 20' Natural Poly UHS Burnish Pad, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
31232	SSS 20' Natural Plus Fiber UHS Burnish Floor Pad, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
31461	SSS 20' Pink Ninja Auto Scrub Cleaning Floor Pad, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
31476	SSS 20' Rejuvenator Restorer/UHS Floor Pad, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
31496	SSS 20' Natural Extreme UHS Floor Pad, 5/Cs.	Supplies & Accessories	\$ 38.71	28%	\$27.87
139-06Q	ENV Critical Care Disinfectant RTU, 6/32 Oz.	Chemical	\$ 92.14	24%	\$70.03
31179	SSS 24' PT 3000 XL UHS Maintenance Floor Pad, 5/Cs.	Supplies & Accessories	\$ 64.83	28%	\$46.68
76014PLT	SSS Sterling Jumbo Towel, 2-Ply, 6/800, 55/Pt.	Paper/Plastics	\$ 3,068.28	28%	\$2,209.84
31032	SSS 16' Black Stripping Floor Pad, 5/Cs.	Supplies & Accessories	\$ 27.18	28%	\$19.57
31065	SSS 16' Green Scrubbing Floor Pad, 5/Cs.	Supplies & Accessories	\$ 27.18	28%	\$19.57
31081	SSS 16' Blue Cleaning Floor Pad, 5/Cs.	Supplies & Accessories	\$ 27.18	28%	\$19.57
31097	SSS 16' Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 27.18	28%	\$19.57
22201	SSS HD Down Press Wringer Bucket Combo, 35QT, Orange, 1/Cs.	Supplies & Accessories	\$ 169.32	28%	\$121.91
22202	SSS Dirty Water Pail Kit for 35QT SSS HD Bucket, Red, 4/Cs.	Supplies & Accessories	\$ 157.50	28%	\$113.40
63205A-10	Sanitaire F&G Bags; ProSpec Units, 10/5	Supplies & Accessories	\$ 117.76	28%	\$84.79
22101	SSS PCR HD Side Press Wringer Bucket Combo, 35QT, Black, 1/Cs.	Supplies & Accessories	\$ 169.32	28%	\$122.88
UNX86330	UNX Spec-Tak Enzyme Bleach Detergent, 100 Paks/Pal.	Chemical	\$ 106.14	28%	\$76.42
23203	SSS Navigator Portable Dispenser, 1/Cs.	Chemical	\$ 72.68	28%	\$52.33
117-06SDQ	ENV H2OOrange Conc. 117 San/Viru. Cleaner, 32 Oz., 6/Cs.	Chemical	\$ 153.86	24%	\$116.93
SC828	Sanitaire SC828 Dirt Clin Vacuum, 1/5	Power Equipment	\$ 438.66	18%	\$360.92
76001PLT	SSS Sterling Jumbo Jr. Roll Tissue, 1-Ply, 12/1400, 48/Pt.	Paper/Plastics	\$ 2,917.96	28%	\$2,100.93
22200	SSS HD Side Press Wringer Bucket Combo, 35QT, Orange, 1/Cs.	Chemical	\$ 152.26	28%	\$109.63
114-04BGRS	ENV Floors Super Concentrate with H2O Dispenser, 4/1 Gal.	Chemical	\$ 152.96	24%	\$116.25
76023PLT	SSS Sterling Jumbo Jr. Roll Tissue, 2-Ply, 10/1000, 48/Pt.	Paper/Plastics	\$ 2,838.80	28%	\$2,070.00
114-04B-GS	ENV Green Certified Neutral Floor Cleaner-Super Conc., 4/1 Gal.	Chemical	\$ 138.80	24%	\$105.40
113-04B-GS	ENV Green Certified Multi-Purpose Cleaner, Super Conc., 4/1 Gal.	Chemical	\$ 163.92	24%	\$124.58
141-04B	ENV Mineral Shock Conc., 4/1 Gal.	Paper/Plastics	\$ 268.72	24%	\$198.77
76010PLT	SSS Sterling Multi-Fold Towels, White, 16/250, 63/Pt.	Paper/Plastics	\$ 2,934.98	28%	\$2,113.10
23205	SSS Navigator Portable Premium Spray/Foaming Dispenser, 1/Cs.	Chemical	\$ 95.22	28%	\$68.56
116-04B	ENV Green Certified H2O2 Orange Cleaner Conc., 4/1 Gal.	Chemical	\$ 149.60	24%	\$113.70
118-04B	ENV Fresh - Conc.118, Sani/Virucide Cleaner, 4/1 Gal.	Chemical	\$ 204.96	24%	\$155.77
118-04B-CL	ENV Fresh - Conc.118 (CA), Sani/Virucide Cleaner, 4/1 Gal.	Chemical	\$ 204.96	24%	\$155.77
126-02B	ENV Dish Wash Conc., 2/1 Gal.	Chemical	\$ 71.42	24%	\$54.28
22100	SSS PCR HD Side Press Wringer Bucket Combo, 35QT, Black, 1/Cs.	Supplies & Accessories	\$ 151.74	28%	\$109.25
136-04B	ENV Carpet Cleaner Super Conc., 4/1 Gal.	Chemical	\$ 241.84	24%	\$181.74
31443	SSS #707 Deluxe Utility Pad Kit - Threaded holder, 4/Cs.	Supplies & Accessories	\$ 91.83	28%	\$66.12
117-04B-CL-S	ENV H2OOrange2 Conc.117 (CA), Sani/Virucide Cleaner, 4/1 Gal.	Chemical	\$ 204.68	24%	\$155.56
117-04B-SSS	ENV H2OOrange2 Conc.117, Sani/Virucide Cleaner, 4/1 Gal.	Chemical	\$ 204.68	24%	\$155.56
117-04B-SSS	ENV H2OOrange2 Conc.117, Sani/Virucide System, 4/1 Gal.	Chemical	\$ 204.68	24%	\$155.56
A-112-02B-SS	SSS-ENV Absolute H2O2 HyperConc.112 San/Viru Clnr, 2/1 Gal. (NS CA)	Chemical	\$ 231.34	24%	\$175.82
A-112-02B-SS	SSS-ENV Absolute H2O2 HyperConc.112 San/Viru Cleaner, 2/1 Gal. (CA)	Chemical	\$ 231.34	24%	\$175.82
21102	SSS Hand Sanitizer Wipes, 7x8, 6/100 CT	Supplies & Accessories	\$ 68.48	28%	\$49.31
164-02B	ENV Dish San Sani, 2/1 Gal.	Chemical	\$ 61.48	28%	\$44.49
CL948	Claire Heat Stable Silicone Release Agent, 12/20 Oz.	Chemical	\$ 103.76	28%	\$74.71
VND1450PLT	VND Preserve JRT, 2-Ply, 6/1450, 56/Pt.	Paper/Plastics	\$ 2,916.66	28%	\$2,100.00
UNX86331	UNX Spec-Tak Enzyme Bleach Detergent, 256 Paks/Cs.	Chemical	\$ 238.78	28%	\$171.91
76022PLT	SSS Sterling Standard Bath Tissue, 2-Ply, 80/200, 25/Pt.	Paper/Plastics	\$ 2,184.28	28%	\$1,572.78
76014PLT	SSS Sterling HW Roll Towels, White, 1-Ply, 6/800, 55/Pt.	Paper/Plastics	\$ 3,266.88	28%	\$2,352.15
23204	SSS Navigator Portable Spray/Foaming Dispenser, 1/Cs.	Chemical	\$ 87.30	28%	\$62.86
78022	SSS-UNX Laundry Pre-Spotter #1, 8/1 Gal.	Chemical	\$ 122.84	28%	\$88.23
22206	SSS Microfiber Chamois Buffer, Yellow, 1/Cs.	Supplies & Accessories	\$ 102.12	28%	\$73.86
146-12Q	ENV Green Certified Industrial Degreaser RTU, 12/32 Oz.	Chemical	\$ 104.04	24%	\$79.07
76015PLT	SSS Sterling HW Roll Towels, Kraft, 1-Ply, 6/800, 55/Pt.	Paper/Plastics	\$ 2,618.24	28%	\$1,885.13
78013	SSS-UNX Enzyme Laundry Detergent, 1/5 Gal.	Chemical	\$ 241.86	28%	\$174.14
78002	SSS-UNX Laundry Alkali Builder, 1/5 Gal.	Chemical	\$ 131.52	28%	\$94.69
21202	SSS Stainless Steel Maintainer, 12/16 Oz.	Chemical	\$ 71.56	28%	\$51.52
143-04B	ENV Green Certified Industrial Degreaser Conc., 4/1 Gal.	Chemical	\$ 88.08	24%	\$66.94
21005	SSS Citra Multi-Surface Polish & Duster, 12/19 Oz.	Chemical	\$ 71.37	28%	\$51.30
135-12Q	ENV Carpet Spot and Stain Remover RTU, 12/32 Oz.	Chemical	\$ 114.58	24%	\$87.08
17020-AGM	SSS Ultron 18BA Auto Scrubber, Brush-Assist, w/AGM Batteries, 1/Ea.	Power Equipment	\$ 4,536.00	18%	\$3,719.52
21010	SSS Dust Mop Treatment, 12/17 Oz.	Chemical	\$ 76.65	28%	\$55.19
22109	SSS EarthCare PCR HD (Heavy-Duty) Lobby Dust Pan, Black, 6/Cs.	Supplies & Accessories	\$ 132.64	28%	\$95.50
76150PLT	SSS Sterling Emb. Bathroom Tissue, 2-Ply, 96/455, 25/Pt.	Paper/Plastics	\$ 2,028.42	28%	\$1,460.46
76023	SSS Oven & Grill Cleaner, 12/20 Oz.	Chemical	\$ 74.56	28%	\$53.68
760386	TC OneShot CM 1F Foam Lotion Soap w/Moist, 4/1600 mL	Supplies & Accessories	\$ 166.72	28%	\$120.04
760112	TC AutoFoam Lotion Soap w/Moist, 4/1100 mL	Supplies & Accessories	\$ 162.00	28%	\$116.64
21298	SSS Baseboard Stripper, 12/19 Oz.	Chemical	\$ 71.54	28%	\$51.51
48114	SSS Clear Out Concentrate Non-Amm. Glass Cleaner, 4/1 Gal.	Chemical	\$ 58.21	28%	\$41.91
78021	SSS-UNX Laundry Pre-Spotter #1, 4/1 Gal.	Chemical	\$ 172.54	28%	\$124.23
48120	SSS Lemon Cheater Dish Washing Detergent, Lemon, 4/1 Gal.	Chemical	\$ 61.35	28%	\$44.17
21151	SSS Lemon Oil Furniture Polish, 12/19 Oz.	Chemical	\$ 69.83	28%	\$50.28
76002PLT	SSS Sterling Jumbo Jr. Roll Tissue, 2-Ply, 12/650, 48/Pt.	Paper/Plastics	\$ 2,220.96	28%	\$1,599.09
SC5745	Sanitaire Quiet Clean Vacuum, Bagless, wheels, 1/Ea.	Power Equipment	\$ 475.12	18%	\$389.60
48096	SSS Allyl Oxy Multi Enzyme Digestant & Spotter, 4/1 Gal.	Chemical	\$ 64.88	28%	\$46.99
76111	SSS Sterling Select 2.0 Twin Jumbo Roll Tissue Jr Disp. Blk, 4/Cs.	Paper/Plastics	\$ 141.36	28%	\$101.78
78007	SSS-UNX Chlorine Laundry Bleach, 1/5 Gal.	Chemical	\$ 85.82	28%	\$61.79
78020	SSS-UNX Oxy Laundry Bleach, 1/5 Gal.	Chemical	\$ 145.44	28%	\$104.67
48098	SSS Allyl Oxy Multi Enzyme Digestant & Spotter, 12/1 Oz.	Chemical	\$ 64.88	28%	\$46.87
23213	SSS SynerSys SDC Dual Dispenser, 1/Cs.	Supplies & Accessories	\$ 339.22	28%	\$244.24
48106	SSS Turnaround Spray Buff, 12/1 Oz.	Chemical	\$ 73.03	28%	\$52.58
48004	SSS Triple Carpet Cleaner/Deodor & Surface Disinfectant, 4/1 Gal.	Chemical	\$ 97.03	28%	\$69.86
48100	SSS Buzzer Beater Enzyme Floor Cleaner & Doodzizer, 4/1 Gal.	Chemical	\$ 86.83	28%	\$62.16
138-12Q	ENV Green Certified Mineral Shock RTU, 12/32 Oz.	Chemical	\$ 119.64	24%	\$90.93
78033	SSS-UNX Laundry Sour/Shener, 1/5 Gal.	Chemical	\$ 182.62	28%	\$131.49
76011PLT	SSS Sterling Multi-Fold Towels, Kraft, 16/250, 63/Pt.	Paper/Plastics	\$ 2,538.28	28%	\$1,828.25
48033	SSS RTU Th-Max Disinfecting Glass & Multi-Surf. Clnr, 12/1 Oz.	Chemical	\$ 88.15	28%	\$63.47
27111	EXC ThinAir ADA Hand Dryer, 1A-ABS, White ABS 110-120V, 1/Cs.	Chemical	\$ 560.00	28%	\$403.20
48058	SSS Recharo Polymer-Based Mop On Restorer, 4/1 Gal.	Chemical	\$ 131.46	28%	\$94.65
133-02B	ENV G. Certified H2O2 Orange Tile/Grout Restorer Conc., 2/1 Gal.	Chemical	\$ 71.44	24%	\$53.99
78027	SSS-UNX Laundry Softener, 1/5 Gal.	Chemical	\$ 157.78	28%	\$113.60
23201	SSS Navigator Single Button System, Bottle Fill, 1/Cs.	Chemical	\$ 173.10	28%	\$124.63
23202	SSS Navigator Single Button System, Bucket Fill, 1/Cs.	Chemical	\$ 182.78	28%	\$131.80
48327	SSS Navigator PDC #51 Acid 25% Neutral Disinfectant & Det., 2/3L.	Chemical	\$ 85.19	28%	\$61.44
48324	SSS Navigator PDC #64 Fast Break Concentrate Disinfectant, 2/3L.	Chemical	\$ 95.70	28%	\$68.90
21011	SSS Sensor Gel Vandal Mark Remover, 12/15 Oz.	Chemical	\$ 83.58	28%	\$60.18
48257	SSS Navigator #57 Buzzer-Beater Down Enzyme Floor Clnr, 2/2 Lr.	Chemical	\$ 76.08	28%	\$54.78
48261	SSS Navigator #70 Lavender Buzzer-Beater Enzyme Flr Clnr, 2/2 Lr.	Chemical	\$ 76.08	28%	\$54.78
48252	SSS Navigator #52 Sunny Non-Amm. Glass Cleaner, 2/2 Lr.	Chemical	\$ 75.41	28%	\$54.30
48264	SSS Navigator #64 Fast Break Concentrate Disinfectant, 2/2 Lr.	Chemical	\$ 73.79	28%	\$53.13

Item #	Description	Primary Category	List Price	Discount	PCA Cost
48267	SSS Navigator #67 Triple Carpet Cnr/Surface Disinfectant,2/2 Ltr	Chemical	\$ 75.77	28%	\$54.55
48217	SSS Navigator #74 Clear Out Plus Glass Cleaner, 2/2 Ltr.	Chemical	\$ 83.99	28%	\$60.47
48311	SSS Navigator PDC #71 CitOxo Citrus Disinfectant, 2/3L.	Chemical	\$ 131.17	28%	\$94.44
48261	SSS Navigator #61 ACE 256 Neutral Disinfectant, 2/2 Ltr.	Chemical	\$ 86.73	28%	\$62.45
48207	SSS Navigator #71 Cit CitOxo Citrus Disinfectant, 2/2 Ltr.	Chemical	\$ 92.53	28%	\$66.82
48238	SSS Strymona Sporocidal Disinfectant Cleaner, Part A & B, 4/2 Ltr.	Chemical	\$ 246.89	28%	\$177.76
48339	SSS Navigator #62 Persistent Sporocidal Disinfectant Cntr, 4/1 Gal.	Chemical	\$ 499.13	28%	\$359.42
48026	SSS Re-Buff Hi-Speed Buffing Creme, 12/1 Qt.	Chemical	\$ 199.19	28%	\$143.37
48027	SSS Navigator #62 Persistent Sporocidal Disinfectant Cntr, 2/2 Ltr.	Chemical	\$ 149.11	28%	\$107.72
27064	EXC XLERATOR Hand Dryer, XL-BW-10, White Thermostat, 1/Cs.	Chemical	\$ 730.00	28%	\$525.60
21104	SSS Disinfecting Cleaning Wipes, 7"x8", 6/75 Ct.	Supplies & Accessories	\$ 60.07	28%	\$43.25
13007	SSS Pleasant Clean NA Cleaner, Disinfectant, 12/1 Qt.	Chemical	\$ 60.67	28%	\$43.68
13029	SSS DC Gold Disinfectant Cleaner, 4/1 Gal.	Chemical	\$ 76.86	28%	\$55.33
13028	SSS DC Gold Disinfectant Cleaner, 4/1 Gal.	Chemical	\$ 70.11	28%	\$50.48
13066	SSS Blue Glass Cleaner, 4/1 Gal.	Chemical	\$ 55.37	28%	\$39.87
76113	SSS Sterling Select 2.0 Front-Facing Bath Tissue Disp. Bk, 2/Cs.	Paper/Plastics	\$ 70.28	28%	\$50.80
12391	SSS Navigator OX Restopac Daily Disinfectant Cleaner, 2/2 Ltr.	Chemical	\$ 140.07	28%	\$101.85
13035	SSS DC Pine Disinfectant Cleaner, 1/5 Gal.	Chemical	\$ 84.61	28%	\$60.92
13034	SSS DC Pine Disinfectant Cleaner, 4/1 Gal.	Chemical	\$ 75.51	28%	\$54.37
13409	SSS DC Plus 2 Detergent Disinfectant RTU, 12/1 Qt.	Chemical	\$ 68.80	28%	\$49.32
3M69920	3M Easy Trap Duster 5959V, 7x125, 2 Roll/Cs.	Supplies & Accessories	\$ 138.24	28%	\$99.63
13025	SSS Pleasant Neutra Shine Disinfectant, 4/1 Gal.	Chemical	\$ 88.64	28%	\$63.82
48133	SSS Power Play Neutral Floor Cleaner, 2/2.5 Gal.	Chemical	\$ 60.87	28%	\$43.83
48032	SSS Tremendo Lavender Multi-Surface Cleaner, 4/1 Gal.	Chemical	\$ 51.92	28%	\$37.38
48102	SSS Power Play Neutral Floor Cleaner, 4/1 Gal.	Chemical	\$ 52.37	28%	\$37.71
12827	SSS Can Liner T4048-100B, 98 Mil. Bk, 6/25	Paper/Plastics	\$ 61.72	28%	\$44.44
12136	SSS Can Liner T3036-100B, 97 Mil. Bk, 10/25	Paper/Plastics	\$ 59.18	28%	\$42.61
23200	SSS Navigator 4-Button Dilution System, 1/Cs.	Chemical	\$ 555.78	28%	\$395.76
76122	SSS Sterling Select 2.0 6" F. Mesh, Roll Towel Disp. Bk, 1/Cs.	Paper/Plastics	\$ 18.18	28%	\$13.18
78040	SSS-UNX Detergent Plus, 1/5 Gal.	Chemical	\$ 228.64	28%	\$164.62
48089	SSS Propel Fire Free All Purpose Cleaner, 4/1 Gal.	Chemical	\$ 67.61	28%	\$48.68
48101	SSS Savanna Concentrated Floor Cleaner, 4/1 Gal.	Chemical	\$ 70.97	28%	\$51.10
48003	SSS Carpet Rinse Plus, 4/1 Gal.	Chemical	\$ 53.94	28%	\$38.44
48070	SSS Fiber All Plus, 4/1 Gal.	Chemical	\$ 85.67	28%	\$61.68
Q4108L	RCP 18" Microfiber Dams Room Mop, Blue, 12/Cs.	Supplies & Accessories	\$ 229.68	28%	\$165.37
48007	SSS Avianic Shampoo, 4/1 Gal.	Chemical	\$ 91.75	28%	\$66.06
A-252-112-SS	SSS-ENV Absolute Single Disp. for H2O2Orange Hyper-Conc.112, 1/Cs.	Chemical	\$ 141.78	24%	\$107.75
48015	SSS Enz-Odor II Cherry Almond, 4/1 Gal.	Chemical	\$ 102.45	28%	\$73.76
48016	SSS Enz-Odor II Pleasant Scent, 4/1 Gal.	Chemical	\$ 102.45	28%	\$73.76
48006	SSS Fresh Plus, 4/1 Gal.	Chemical	\$ 111.18	28%	\$80.04
48002	SSS New Concept Extraction Cleaner, 4/1 Gal.	Chemical	\$ 113.06	28%	\$81.40
48009	SSS Liquid Deterger, 4/1 Gal.	Chemical	\$ 116.77	28%	\$84.07
48180	SSS Power Play Dosing Bottle, 6/32 Oz.	Chemical	\$ 41.22	28%	\$29.68
48017	SSS All Purpose Spotter, 12/1 Qt.	Chemical	\$ 88.78	28%	\$62.48
48072	SSS N-Capsul-8, Low Moisture Carpet Cleaner, 4/1 Gal.	Chemical	\$ 117.71	28%	\$84.75
37136	SSS MicroPower 1" x 60" Alum. Telescoping Handle, 12/Cs.	Supplies & Accessories	\$ 97.92	28%	\$70.50
48151	SSS Rad Stain Remover #3, 12/1 Qt.	Chemical	\$ 104.75	28%	\$75.42
48018	SSS Bio-Dynamic Spotter #1, 12/1 Qt.	Chemical	\$ 109.38	28%	\$78.69
48150	SSS Brown Stain Remover #2, 12/1 Qt.	Chemical	\$ 109.91	28%	\$79.14
48006	SSS Bio-Active Prespray, 4/1 Gal.	Chemical	\$ 148.01	28%	\$106.57
48011	SSS Carpet Protector, 4/1 Gal.	Chemical	\$ 165.24	28%	\$118.97
48013	SSS Enz-Odor I Cherry Almond, 12/1Qt.	Chemical	\$ 119.18	28%	\$85.81
48014	SSS Enz-Odor II Pleasant Scent, 12/1 Qt.	Chemical	\$ 119.18	28%	\$85.81
48092	SSS Break Away Heavy Duty Cleaner Degreaser, 1/5 Gal.	Chemical	\$ 607.64	28%	\$437.50
48317	SSS Navigator PDC #54 Savanna Neutral Floor Cleaner, 2/3L.	Chemical	\$ 65.88	28%	\$46.91
48254	SSS Navigator #55 Power Play SC Neutral Floor Cleaner, 2/2 Ltr.	Chemical	\$ 85.53	28%	\$60.87
48254	SSS Navigator #54 Savanna Neutral Floor Cleaner, 2/2 Ltr.	Chemical	\$ 89.71	28%	\$64.19
48269	SSS Navigator #60 Carpet Rinse Plus Neutralizer,2/2 Ltr.	Chemical	\$ 72.34	28%	\$52.08
48091	SSS Break Away Heavy Duty Cleaner Degreaser, 1/5 Gal.	Chemical	\$ 607.64	28%	\$437.50
48250	SSS Navigator #50 Propel SC All Purpose Cleaner, 2/2 Ltr.	Chemical	\$ 76.79	28%	\$55.29
48216	SSS Navigator #73 Power Hitter SC Neutral Floor Cleaner, 2/2 Ltr.	Chemical	\$ 83.14	28%	\$59.86
21238	SSS H. D. Glass Cleaner, 12/19 Oz.	Chemical	\$ 51.52	28%	\$37.09
32010	SSS OMI Poly 60043 Spot F. Finish, Gloss, 1/5 Gal. (rest.)	Chemical	\$ 248.44	28%	\$177.75
48194	SSS Carpet Spotting Kit XL (6 products), 1/Kt.	Chemical	\$ 158.76	28%	\$114.31
21006	SSS Foam Disinfectant Cleaner, Fresh Scent, 12/19 Oz.	Chemical	\$ 62.43	28%	\$44.95
48094	SSS Break Away Heavy Duty Cleaner Degreaser, 4/1 Gal.	Chemical	\$ 52.51	28%	\$37.81
32013	SSS OMI Poly 55013 Sport F. Finish, Gloss, 1/5 Gal. (rest.)	Chemical	\$ 324.63	28%	\$232.91
56010	SSS Talkind 1000H Backpack Vacuum + Bonus Tool Kit, 1/Ea.	Power Equipment	\$ 705.00	18%	\$578.10
32011	SSS OMI Poly 45050 Sport F. Finish, Gloss, 1/5 Gal. (rest.)	Chemical	\$ 239.18	28%	\$172.21
13026	SSS Pleasant Neutra Shine Disinfectant, 1/5 Gal.	Chemical	\$ 103.82	28%	\$74.75
48117	SSS Slip Resistant Low Acid Bowl Cleaner, 12/1 Qt.	Chemical	\$ 48.11	28%	\$32.19
UNX86309	UNX Spec-Tak Enzyme Bleach Detergent, 40 Lb.	Chemical	\$ 266.14	28%	\$191.82
UNX19659	UNX Bonus Low Temperature Dish Machine Sanitizer, 1/5 Gal.	Chemical	\$ 103.72	28%	\$74.68
48069	SSS Blue Ocean Organic Acid Bowl Cleaner, 12/1 Qt.	Chemical	\$ 60.09	28%	\$43.26
48081	SSS HyperSpeed RTU Hydrogen Peroxide Cntr, 12/1 Qt. w/Sp.	Chemical	\$ 85.11	28%	\$60.44
48129	SSS Maverick Super Duty Degreaser Conc., 4/1 Gal.	Chemical	\$ 85.79	28%	\$61.77
48064	SSS Maverick RTU Super Duty Degreaser, 12/1 Qt. w/Sp.	Chemical	\$ 64.21	28%	\$46.23
48063	SSS Green Wave RTU Organic Acid Red Cntr., 12/1 Qt. w/Sp.	Chemical	\$ 64.60	28%	\$46.44
76103	SSS Sterling 3" TouchFree Mechanical Dispenser, 1/Cs.	Supplies & Accessories	\$ 87.12	28%	\$62.73
48010	SSS Foam Eliminator, 4/1 Gal.	Chemical	\$ 94.40	28%	\$67.97
67011	SSS Surge Boost Urinal Screen Zesty Apple, 6x6/Cs.	Chemical	\$ 240.54	28%	\$173.19
67012	SSS Surge Boost Urinal Screen Mango Delight, 6x6/Cs.	Chemical	\$ 240.54	28%	\$173.19
67013	SSS Surge Boost Urinal Screen Cotton Blossom Surprise, 6x6/Cs.	Chemical	\$ 240.54	28%	\$173.19
67014	SSS Surge Boost Urinal Screen Cucumber Melon Fresh, 6x6/Cs.	Chemical	\$ 240.54	28%	\$173.19
67015	SSS Surge Boost Urinal Screen Low Lavender, 6x6/Cs.	Chemical	\$ 240.54	28%	\$173.19
67016	SSS Surge Boost Urinal Screen Sweet Honeydew, 6x6/Cs.	Chemical	\$ 240.54	28%	\$173.19
48126	SSS Hyperspeed Hydrogen Peroxide Conc., 4/1 Gal.	Chemical	\$ 120.51	28%	\$86.77
23215	SSS Navigator MPD Dilution Control Dispenser, 1/Cs.	Chemical	\$ 451.32	28%	\$324.95
OPF-01	OurFresh Refill w/Battery, Spiced Apple, 48/Cs.	Supplies & Accessories	\$ 358.86	28%	\$258.38
OPF-04	OurFresh Refill w/Battery, Summer Sunshine, 48/Cs.	Supplies & Accessories	\$ 358.86	28%	\$258.38
OPF-06	OurFresh Refill w/Battery, Cotton Blossom, 48/Cs.	Supplies & Accessories	\$ 358.86	28%	\$258.38
OPF-25	OurFresh Refill w/Battery, Summer Sunshine, 48/Cs.	Supplies & Accessories	\$ 358.86	28%	\$258.38
OPF-72	OurFresh Refill w/Battery, Coconut Vanilla, 48/Cs.	Supplies & Accessories	\$ 358.86	28%	\$258.38
21004	SSS Tremendo All Purpose Cleaner, 12/19 Oz.	Chemical	\$ 88.78	28%	\$62.48
48088	SSS Orange Attack Citrus Cleaner, 4/1 Gal. (surcharge apples)	Chemical	\$ 205.67	28%	\$148.08
27031	EXC XLERATOR Hand Dryer, XL-W-110, White Epoxy, 1/Cs.	Chemical	\$ 800.00	28%	\$576.00
48265	SSS Navigator #65 Maverick Super-Duty Degreaser, 2/2 Ltr.	Chemical	\$ 73.83	28%	\$53.16
31124	SSS 27" High Lustre Polishing Floor Pad, 2/Cs.	Supplies & Accessories	\$ 37.12	28%	\$26.73
48218	SSS Navigator #75 Break Away Plus HD Degreaser, 2/2 Ltr.	Chemical	\$ 74.16	28%	\$53.40
48260	SSS Navigator #60 Slugger Mild Acid Restroom Cleaner, 2/2 Ltr.	Chemical	\$ 85.69	28%	\$61.70
48219	SSS Navigator #78 Hyper Sod 128 Peroxide Cntr/Degreaser, 2/2 Ltr.	Chemical	\$ 83.89	28%	\$60.18
31437	SSS #74 Green Med Pad/Yellow Sponge Bk 6.25"x3'18", 20/Cs.	Supplies & Accessories	\$ 82.41	28%	\$59.34
48251	SSS Navigator #51 Hyper Sod Peroxide Cntr./Degreaser, 2/2 Ltr.	Chemical	\$ 82.41	28%	\$59.34
48259	SSS Navigator #59 Green Wave Restroom Cleaner, 2/2 Ltr.	Chemical	\$ 93.81	28%	\$67.54
76102	SSS Sterling 3" Push Bar Mechanical-Lever Dispenser, 1/Cs.	Supplies & Accessories	\$ 68.92	28%	\$49.62
31327	SSS 27" Natural Plus Fiber UHS Burnish Floor Pad, 2/Cs.	Supplies & Accessories	\$ 37.62	28%	\$27.09
31152	SSS 27" Aqua UHS Burnishing Floor Pad, 2/Cs.	Supplies & Accessories	\$ 37.62	28%	\$27.09
31180	SSS 27" PT 3000 XL UHS Maintenance Floor Pad, 2/Cs.	Supplies & Accessories	\$ 37.62	28%	\$27.09
31192	SSS 27" Champagne UHS Burnishing, 2/Cs.	Supplies & Accessories	\$ 37.62	28%	\$27.09
31206	SSS 27" Natural Lite UHS Burnish Floor Pad, 2/Cs.	Supplies & Accessories	\$ 37.62	28%	\$27.09
31501	SSS 27" Natural Extreme UHS Floor Pad, 2/Cs.	Supplies & Accessories	\$ 37.62	28%	\$27.09
21224	SSS Chewing Gum Remover, 12/6.5 Oz.	Chemical	\$ 62.82	28%	\$45.23
13025	SSS Emulsion Bowl Cleaner, 12/1 Qt.	Chemical	\$ 68.41	28%	\$49.26
13017	SSS Instant Mildew Stain Remover, 12/1 Qt.	Chemical	\$ 86.27	28%	\$62.11
13059	SSS Shop Clean HP Degreaser, 4/1 Gal.	Chemical	\$ 83.25	28%	\$59.94
13063	SSS Orange Plus Citrus Cleaner Degreaser, 1/5 Gal.	Chemical	\$ 98.34	28%	\$70.80
13062	SSS Orange Plus Citrus Cleaner Degreaser, 4/1 Gal.	Chemical	\$ 89.83	28%	\$64.03
13018	SSS Speed Clean R-T-U Cleaner/Degreaser, 12/1 Qt.	Chemical	\$ 67.87	28%	\$48.87
13012	SSS Royal Blue Bowl Cleaner, 12/1 Qt.	Chemical	\$ 60.18	28%	\$43.33
21002	SSS Glass Cleaner, 12/19 Oz.	Chemical	\$ 53.35	28%	\$38.41
31261	SSS 14" Eco1000 Maroon Strip-Prep Pad, 10/Cs.	Supplies & Accessories	\$ 84.10	28%	\$60.28
31391	SSS 120 Grit Sand Screen Discs 20", 10/Cs.	Supplies & Accessories	\$ 76.41	28%	\$55.02
31508	SSS 17" Maroon Dry Prep Conditioning Pad, 10/Cs.	Supplies & Accessories	\$ 70.64	28%	\$50.86
31367	SSS 80 Grit Sand Screen Discs 20", 10/Cs.	Supplies & Accessories	\$ 92.22	28%	\$66.90
31384	SSS 60 Grit Sand Screen Discs 17", 10/Cs.	Supplies & Accessories	\$ 71.35	28%	\$51.17
31388	SSS 120 Grit Sand Screen Discs 17", 10/Cs.	Supplies & Accessories	\$ 58.02	28%	\$41.77
31379	SSS 100 Grit Sand Screen Discs 20", 10/Cs.	Supplies & Accessories	\$ 81.81	28%	\$58.90
31438	SSS #74H White Pad/Yellow Sponge Bk 6.25"x3'18", 20/Cs.	Supplies & Accessories	\$ 82.41	28%	\$59.34
31332	SSS 20" Twister Green (3000 grit) Pad, 2/Cs.	Supplies & Accessories	\$ 173.40	28%	\$124.55
31264	SSS 17" Eco1000 Maroon Strip-Prep Pad, 10/Cs.	Supplies & Accessories	\$ 102.86	28%	\$74.06
31420	SSS 120 Grit Sand Screen Discs 14"x20", 10/Cs.	Supplies & Accessories	\$ 99.29	28%	\$71.49
31352	SSS 60 Grit Sand Screen Discs 17", 10/Cs.	Supplies & Accessories	\$ 86.99	28%	\$61.96
31412	SSS 80 Grit Sand Screen Discs 14"x20", 10/Cs.	Supplies & Accessories	\$ 109.75	28%	\$79.02
23209	SSS 6" Premium Commercial Water Supply Hose, Black, 1/Cs.	Chemical	\$ 32.52	28%	\$23.41
31267	SSS 20" Eco1000 Maroon Strip-Prep Pad, 10/Cs.	Supplies & Accessories	\$ 124.49	28%	\$89.63
31355	SSS 60 Grit Sand Screen Discs 20", 10/Cs.	Supplies & Accessories	\$ 112.80	28%	\$81.22
31451	SSS MS-50 Stainless Steel Sponge, 6x12/Cs.	Supplies & Accessories	\$ 157.38	28%	\$113.31
31376	SSS 100 Grit Sand Screen Discs 17", 10/Cs.	Supplies & Accessories	\$ 63.42	28%	\$45.66
31570	SSS #72 Utility Pad Holder-Universal, 10/Cs.	Supplies & Accessories	\$ 189.60	28%	\$136.51
31270	SSS 14"x20" Eco1000 Maroon Strip-Prep Pad, 10/Cs.	Supplies & Accessories	\$ 204.11	28%	\$147.03
31269	SSS 14"x20" Eco1000 Maroon Strip-Prep Pad, 10/Cs.	Supplies & Accessories	\$ 144.50	28%	\$104.04
31435	SSS #74 Green Medium Pad/Yellow Sponge, 8x5/Cs.	Supplies & Accessories	\$ 71.43	28%	\$51.43
31426	SSS #98 Green Med. Duty Hand Pad, 5"x9" 6x10/Cs.	Supplies & Accessories	\$ 39.37	28%	\$28.35
31467	SSS Blue Wave Antimicrobial Poly Scrub Sponge, 8x5/Cs.	Supplies & Accessories	\$ 82.89	28%	\$59.42
86060	SSS ProSpec HD101 12" Upright Vacuum, 1/Cs.	Power Equipment	\$ 382.00	18%	\$313.24
86063	SSS ProSpec 15D Dual Motor Upright Vacuum, 1/Cs.	Power Equipment	\$ 801.00	18%	\$656.82
23214	SSS Premium Water Supply Hose & Quick Connect Kit, 1/Kt.	Chemical	\$ 50.20		

Item #	Description	Primary Category	List Price	Discount	PCA Cost
86064	SSS Triumph 12S Single Motor HEPA Upright Vacuum, 1/Cs.	Power Equipment	\$ 542.00	18%	\$444.44
76115	SSS Sterling 2.0 Twin Jumbo Roll Tissue Dispenser, Black, 4/Cs.	Paper/Plastics	\$ 151.22	28%	\$108.88
V01-14MN	ProVetLogic Animal Facilities Disinfectant Cleaner, 4/1 Gal.	Chemical	\$ 209.40	28%	\$160.77
87033	SSS Barracade Odor Sealer Kit, 2/Cs.	Supplies & Accessories	\$ 96.12	28%	\$69.21
40075	SSS Turn 4 Low Maintenance Floor Finish, 2/2.5 Gal.	Chemical	\$ 114.07	28%	\$86.78
87033	SSS Enviroseal 1-Trap Replacement System, 1/Kit	Chemical	\$ 86.25	28%	\$66.10
87035	SSS Enviroseal Elastomer Trap Replacement System, 1/Kit	Chemical	\$ 86.25	28%	\$66.10
48085	SSS Final Lap Hard Surface Sealer & Finish, 2/2.5 Gal.	Chemical	\$ 121.73	28%	\$87.65
UNX8396	UNX Spec 1x7 67.5/Cs.	Chemical	\$ 265.30	28%	\$191.02
SC3683	Sanitaire SC3683 Mighty Can. Vac w/ Allergen Filtration, 1/Ea.	Supplies & Accessories	\$ 231.66	28%	\$166.80
48080	SSS Checkered Flag High Solids Floor Finish, 2/2.5 Gal.	Chemical	\$ 145.69	28%	\$104.90
48157	SSS NanoForce Nano Powered Floor Finish, 2/2.5 Gal.	Chemical	\$ 171.80	28%	\$123.70
48084	SSS Sham Duster 2 Ultra High Solids UHS Finish, 2/2.5 Gal.	Chemical	\$ 175.26	28%	\$126.19
48103	SSS Tundra Synthetic Floor Protectant, 2/2.5 Gal.	Chemical	\$ 177.87	28%	\$128.07
8092	SSS Passive Air Freshener Refills, Melon, 24/Cs.	Chemical	\$ 81.80	28%	\$58.90
12118	SSS Omega 20 High Solids Finish, 1/5 Gal.	Chemical	\$ 163.99	28%	\$118.07
76134	SSS Sterling 2.0 Center Pull Towel Dispenser, Black, 2/Cs.	Paper/Plastics	\$ 87.62	28%	\$63.09
48111	SSS Tomado pH Neutral Non-Butyl Floor Stripper, 2/2.5 Gal.	Chemical	\$ 112.66	28%	\$81.12
48109	SSS Enforcer Heavy Duty No Rinse Speed Stripper, 2/2.5 Gal.	Chemical	\$ 113.84	28%	\$81.96
67071	SSS EcoTexBow Clip Mango Delight, 6x12/Cs.	Chemical	\$ 231.34	28%	\$166.56
67078	SSS EcoTexBow Clip Citrus Celebration, 6x12/Cs.	Chemical	\$ 231.34	28%	\$166.56
67019	SSS EcoTexBow Clip Cool Cucumber Melon, 6x12/Cs.	Chemical	\$ 231.34	28%	\$166.56
67020	SSS EcoTexBow Clip Zesty Apple, 6x12/Cs.	Chemical	\$ 231.34	28%	\$166.56
67021	SSS EcoTexBow Clip Cotton Blossom Breeze, 6x12/Cs.	Chemical	\$ 231.34	28%	\$166.56
67022	SSS EcoTexBow Clip Sweet Honeysuckle, 6x12/Cs.	Chemical	\$ 231.34	28%	\$166.56
67023	SSS EcoTexBow Clip Lavender, 6x12/Cs.	Chemical	\$ 231.34	28%	\$166.56
67024	SSS EcoTexBow Clip Grapefruit-Kiwi Splurge, 6x12/Cs.	Chemical	\$ 231.34	28%	\$166.56
23210	SSS Water Pressure Regulator, 1/Cs.	Chemical	\$ 38.82	28%	\$27.73
INFCAB	ImFresh Dispenser, 6/Cs.	Chemical	\$ 79.16	28%	\$57.00
67048	SSS Suppass Air Care Dispenser - White, 12/Cs.	Chemical	\$ 67.58	28%	\$48.66
48110	SSS Red Zone High Powered Low Odor Floor Stripper, 12/1 Qt.	Chemical	\$ 223.88	28%	\$161.19
86040	SSS Black Cat 18 FMS Wet/Dry Vacuum, 1/Ea.	Power Equipment	\$ 1,023.03	18%	\$839.05
21056	SSS Air Freshener Country Linen, 12/10 Ct.	Chemical	\$ 76.56	28%	\$55.12
86008	SSS Panther 15B Micro Scrubber, w/2-33Ah AGM batteries, 1/Ea.	Power Equipment	\$ 3,691.45	18%	\$3,026.99
13175	SSS PS-X2 Power Stripper, 1/5 Gal.	Chemical	\$ 216.71	28%	\$156.03
13077	SSS 2nd Shd HD Industrial Degreaser, 1/5 Gal.	Chemical	\$ 90.64	28%	\$65.26
13174	SSS PS-X2 Power Stripper, 4/1 Gal.	Chemical	\$ 174.51	28%	\$125.65
86013	SSS Cheetah DC 2000 rpm UHS Burnisher, 1/Ea.	Power Equipment	\$ 1,982.19	18%	\$1,625.40
86012	SSS Cheetah 1500 rpm UHS Burnisher, 1/Ea.	Power Equipment	\$ 1,508.23	18%	\$1,236.75
86011	SSS Cougar 20 Floor Machine, 175 rpm, 1.5 hp, 1/Ea.	Power Equipment	\$ 1,118.00	18%	\$917.42
86010	SSS Cougar 17 Floor Machine, 175 rpm, 1.5 hp, 1/Ea.	Power Equipment	\$ 1,090.03	18%	\$893.82
OFCAB	OurFresh Dispenser, 12/Cs.	Supplies & Accessories	\$ 162.22	28%	\$116.80
204	MP Toilet Bowl Mop, Durlon, White, 100/Cs.	Supplies & Accessories	\$ 159.20	28%	\$114.62
4P-252-112	EW Absolute Portable Dispenser H2O2 H-C 112, 1/Cs.	Chemical	\$ 112.00	28%	\$84.00
23211	SSS Navigator Single Button Dispenser Lock Kit, 1/Cs.	Chemical	\$ 34.58	28%	\$24.90
31091	SSS 10" Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 16.96	28%	\$12.21
19095	SSS 12"x12" Blue General Cng. Microfiber Cloth, 144/Cs.	Supplies & Accessories	\$ 169.68	28%	\$122.17
19096	SSS 12"x12" Pink General Cng. Microfiber Cloth, 144/Cs.	Supplies & Accessories	\$ 169.68	28%	\$122.17
19097	SSS 12"x12" Green General Cng. Microfiber Cloth, 144/Cs.	Supplies & Accessories	\$ 169.68	28%	\$122.17
19098	SSS 12"x12" Yellow General Cng. Microfiber Cloth, 144/Cs.	Supplies & Accessories	\$ 169.68	28%	\$122.17
19083	SSS HL 0" Blue Microfiber Mop Pad, 24/Cs.	Supplies & Accessories	\$ 220.68	28%	\$158.89
19081	SSS 17" Microfiber Wall Wash Frame w/ Sewel, 10/Cs.	Supplies & Accessories	\$ 137.17	28%	\$98.08
19060	SSS 18" Blue Microfiber Looped End Dust Mop Pad, 12/Cs.	Supplies & Accessories	\$ 194.50	28%	\$140.04
19061	SSS 24" Blue Microfiber Looped End Dust Mop Pad, 12/Cs.	Supplies & Accessories	\$ 209.84	28%	\$151.08
19080	SSS 9" Microfiber Hand Held Frame, 10/Cs.	Supplies & Accessories	\$ 137.80	28%	\$99.22
31092	SSS 11" Red Spray Buff Floor Pad, 5/Cs.	Supplies & Accessories	\$ 17.77	28%	\$12.79
86006	SSS Panther 20B1 Auto Scrubber w/o batteries, 1/Ea.	Power Equipment	\$ 5,676.63	18%	\$4,654.84
19062	SSS 36" Blue Microfiber Looped End Dust Mop Pad, 12/Cs.	Supplies & Accessories	\$ 284.74	28%	\$205.01
19063	SSS 48" Blue Microfiber Looped End Dust Mop Pad, 12/Cs.	Supplies & Accessories	\$ 367.82	28%	\$273.09
19075	SSS 18" Microfiber High Duster Kit, 12/Cs.	Supplies & Accessories	\$ 317.64	28%	\$228.70
19065	SSS 72" Blue Microfiber Looped End Dust Mop Pad, 12/Cs.	Supplies & Accessories	\$ 563.18	28%	\$398.29
19064	SSS 60" Blue Microfiber Looped End Dust Mop Pad, 12/Cs.	Supplies & Accessories	\$ 472.00	28%	\$339.84
19044	SSS HL 18.5" Blue Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 74.10	28%	\$53.35
67001	SSS Surge 3D Unroll Screen Mango Delight, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
67002	SSS Surge 3D Unroll Screen Citrus Celebration, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
67003	SSS Surge 3D Unroll Screen Cool Cucumber Melon, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
67004	SSS Surge 3D Unroll Screen Sea Mist, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
67005	SSS Surge 3D Unroll Screen Zesty Apple, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
67006	SSS Surge 3D Unroll Screen Cotton Blossom Breeze, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
67007	SSS Surge 3D Unroll Screen Sweet Honeysuckle, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
67008	SSS Surge 3D Unroll Screen Grapefruit-Kiwi Splurge, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
67009	SSS Surge 3D Unroll Screen Mint Crisp, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
67010	SSS Surge 3D Unroll Screen Loud Lavender, 6x10/Cs.	Chemical	\$ 203.46	28%	\$146.49
19074	SSS 26" 48" Telescopic Extension Pole for Duster, 6/Cs.	Supplies & Accessories	\$ 32.40	28%	\$23.12
67049	SSS Suppass Air Care Refill Mango Delight, 6x6/Cs.	Chemical	\$ 216.12	28%	\$155.61
67050	SSS Suppass Air Care Refill Cool Cucumber Melon, 6x6/Cs.	Chemical	\$ 216.12	28%	\$155.61
67051	SSS Suppass Air Care Refill Citrus Sensation, 6x6/Cs.	Chemical	\$ 216.12	28%	\$155.61
67052	SSS Suppass Air Care Refill Cotton Blossom, 6x6/Cs.	Chemical	\$ 216.12	28%	\$155.61
67053	SSS Suppass Air Care Refill Sweet Honeysuckle, 6x6/Cs.	Chemical	\$ 216.12	28%	\$155.61
67054	SSS Suppass Air Care Refill Grapefruit-Kiwi Splurge, 6x6/Cs.	Chemical	\$ 216.12	28%	\$155.61
67055	SSS Suppass Air Care Refill Loud Lavender, 6x6/Cs.	Chemical	\$ 216.12	28%	\$155.61
67057	SSS Suppass Air Care Refill Zesty Apple, 6x6/Cs.	Chemical	\$ 216.12	28%	\$155.61
19077	SSS HL 18" Replacement Velcro Strips, 12 short/12 long, 24/Cs.	Supplies & Accessories	\$ 85.86	28%	\$61.82
19107	SSS HL 18.5" White Short Nap Pile Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 168.52	28%	\$121.33
19076	SSS 18" Blue Microfiber Duster Refill, 24/Cs.	Supplies & Accessories	\$ 339.56	28%	\$224.48
86004	SSS Panther 17G Auto Scrubber, 1/Ea.	Power Equipment	\$ 3,011.66	18%	\$2,469.32
19015	SSS PKHL/TB 40-72" Microfiber Telescopic Mop Handle, 12/Cs.	Supplies & Accessories	\$ 199.42	28%	\$143.58
2642	RCP Brute Caddy Bag, Yellow, 6/Cs.	Supplies & Accessories	\$ 528.96	28%	\$380.85
19094	SSS 16"x16" Blue Glass Cleaning Microfiber Cloth, 24/Cs.	Supplies & Accessories	\$ 45.56	28%	\$32.80
67033	SSS EZBreeze Refill Mango Delight, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
67034	SSS EZBreeze Refill Citrus Celebration, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
67035	SSS EZBreeze Refill Cool Cucumber Melon, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
67036	SSS EZBreeze Refill Sea Mist, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
67037	SSS EZBreeze Refill Zesty Apple, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
67038	SSS EZBreeze Refill Cotton Blossom Breeze Refill, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
67039	SSS EZBreeze Refill Sweet Honeysuckle, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
67040	SSS EZBreeze Refill Loud Lavender, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
67041	SSS EZBreeze Grapefruit-Kiwi Splurge Refill, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
67042	SSS EZBreeze Fresh Mint Crisp Refill, 12/Cs.	Chemical	\$ 73.78	28%	\$53.12
19109	SSS PK 18" Blue Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19110	SSS PK 18" Red Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19111	SSS PK 18" Green Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19112	SSS PK 18" Yellow Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19113	SSS PK 18" White/Finish Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19114	SSS TB 18" Blue Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19115	SSS TB 18" Red Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19117	SSS HL 18.5" Blue Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19118	SSS HL 18.5" Green Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19119	SSS HL 18.5" Yellow Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.20	28%	\$121.82
19050	SSS Blue Microfiber St. Wet Loop Mop, Lg., 12/Cs.	Supplies & Accessories	\$ 278.64	28%	\$200.62
19051	SSS Green Microfiber St. Wet Loop Mop, Med., 12/Cs.	Supplies & Accessories	\$ 262.92	28%	\$189.30
19105	SSS PK 18" White Short Nap Pile Microfiber Mop Pad, 12/Cs.	Supplies & Accessories	\$ 169.10	28%	\$121.73
31041	SSS 6" Brown Stripping Floor Pad, No Chk Hole, 10/Cs.	Supplies & Accessories	\$ 43.62	28%	\$31.41
19002	SSS PKHL 1.5-Gal Blue Dilution Bin, 3/Cs.	Supplies & Accessories	\$ 45.72	28%	\$32.92
19090	SSS 16"x16" Blue General Cleaning Microfiber Cloth, 24/Cs.	Supplies & Accessories	\$ 41.04	28%	\$29.55
19091	SSS 16"x16" Pink General Cleaning Microfiber Cloth, 24/Cs.	Supplies & Accessories	\$ 41.04	28%	\$29.55
19092	SSS 16"x16" Green General Cleaning Microfiber Cloth, 24/Cs.	Supplies & Accessories	\$ 41.04	28%	\$29.55
19093	SSS 16"x16" Yellow Restroom Microfiber Cloth, 24/Cs.	Supplies & Accessories	\$ 41.04	28%	\$29.55
19030	SSS TB 16" x 5" Microfiber Mop Frame, 10/Cs.	Supplies & Accessories	\$ 433.34	28%	\$312.00
V01316	SSS ThunderCat SC Carpet Extractor Floor Tool Kit, 1/Ea.	Power Equipment	\$ 330.86	18%	\$271.31
19020	SSS PK 18" Microfiber Frame, 10/Cs.	Supplies & Accessories	\$ 433.26	28%	\$311.83
V01250	SSS ThunderCat SC Carpet Extractor Hand Tool Kit, 1/Ea.	Power Equipment	\$ 220.26	18%	\$180.61
19108	SSS PKHL Microfiber Cleaning Dolly, 1/Cs.	Supplies & Accessories	\$ 475.06	28%	\$342.04
86065	SSS ThunderCat SC Carpet Extractor, 1/Ea.	Power Equipment	\$ 2,598.84	18%	\$2,131.05
13188	SSS Sweetest Pink Hand Cleaner, 4/1 Gal.	Skin Care	\$ 50.12	28%	\$36.02
19003	SSS PKHL 6-Gal Orange Clean Mop Bin w/ Lid, 3/Cs.	Supplies & Accessories	\$ 134.14	28%	\$96.58
19004	SSS PKHL 6-Gal Gray Dirty Mop Bin w/ Lid, 3/Cs.	Supplies & Accessories	\$ 134.14	28%	\$96.58
81	MP 547 Tynmaster II Clamp Mop Handle, Orange, 12/Cs.	Supplies & Accessories	\$ 387.28	28%	\$285.77
84	MP 577 Spd. Change Mop Handle Orange 7.5-8", 12/Cs.	Supplies & Accessories	\$ 317.32	28%	\$228.47
81	MP 63' Spd. Change Mop Handle Orange 7.5-8", 12/Cs.	Supplies & Accessories	\$ 329.10	28%	\$236.95
19040	SSS HL 16" x 5" Microfiber Frame, 12/Cs.	Supplies & Accessories	\$ 300.52	28%	\$216.37
873	Cleer Foaming Disinfectant Cleaner, 12/19 Oz.	Chemical	\$ 79.82	28%	\$57.47
84	MP 64' Janitor Mop Handle, Orange 7.5-8", 12/Cs.	Supplies & Accessories	\$ 330.02	28%	\$237.81
21032	SSS 3000 Metered Aerosol, Lavender Flavors, 12/7 Oz.	Chemical	\$ 65.73	28%	\$47.33
21034	SSS Synergy 3000 Metered Aerosol, Country Linen, 12/7 Oz.	Chemical	\$ 65.73	28%	\$47.33
21039	SSS Synergy 3000 Metered Aerosol, Sea Mist, 12/7 Oz.	Chemical	\$ 65.73	28%	\$47.33
21048	SSS 3000 Metered Aerosol, Citrus Oasis, 12/7 Oz.	Chemical	\$ 65.73	28%	\$47.33
21204	SSS 3000 Metered Aerosol, Juicy Mango, 12/7 Oz.	Chemical	\$ 65.73	28%	\$47.33
46001	SSS 30 oz. Clear Vu Encore Soap Dispenser, 12/Cs.	Supplies & Accessories	\$ 357.48	28%	\$257.39
46002	SSS 48 oz. Clear Vu Encore Soap Dispenser, 12/Cs.	Supplies & Accessories	\$ 627.28	28%	\$448.44
19121	SSS TB Divided Bucket & DP Wringer Combo, 1.5 gal., 1/Cs.	Supplies & Accessories	\$ 278.77	28%	\$201.74
19100	SSS PKHL 3-Gal Orange Clean Mop Bin w/ Lid, 3/Cs.	Chemical	\$ 90.16	28%	\$64.92
19101	SSS PKHL 3-Gal Gray Dirty Mop Bin w/ Lid, 3/Cs.	Supplies & Accessories	\$ 90.16	28%	\$64.92
9200	MP Industrial Pfd. Plunger, 6x/10x/Cs.	Supplies & Accessories	\$ 12.		

Item #	Description	Primary Category	List Price	Discount	PCA Cost
48116	SSS Beta Perfescent Lotion Hand Soap, 4/1 Gal.	Skin Care	\$ 63.53	28%	\$46.74
6310	RCP Round Toilet Bowl, 24/Cs.	Supplies & Accessories	\$ 132.48	28%	\$95.39
47008	SSS NewAge HW 24' Professional Floor Applicator Kit, 1/Cs.	Chemical	\$ 144.92	28%	\$104.34
2536	RCP Lobby Broom, Synthetic Fill 12/Cs.	Supplies & Accessories	\$ 158.64	28%	\$114.22
0378406	NV Puma X Trolley Kit, 1/Ea.	Supplies & Accessories	\$ 45.56	28%	\$32.80
40300V	IMP Single-Fold Metal Towel Dispenser, White, 6/Cs.	Supplies & Accessories	\$ 359.14	28%	\$258.58
4090W	IMP Metal Combo Towel Dispenser, White, 6/Cs.	Supplies & Accessories	\$ 376.16	28%	\$270.84
2643GRY	RCP Brute Container w/ Lid, 44 Gal. Gry, 1/Ea.	Supplies & Accessories	\$ 121.82	28%	\$87.71
2853GRY	RCP Brute Bucket, Round, 10.3 Gal. Gry, 12/Cs.	Supplies & Accessories	\$ 278.72	28%	\$198.24
5032WG	IMP 32 oz. Plastic Bottle w/Graduations, 96/Cs.	Supplies & Accessories	\$ 161.54	28%	\$116.31
2531	RCP Lobby Pro Upright Dust Pan, 6/Cs.	Supplies & Accessories	\$ 281.16	28%	\$202.44
2005	RCP Heavy-Duty Dust Pan, 12/Cs.	Supplies & Accessories	\$ 140.16	28%	\$100.92
2600	IMP LobbyMaster Plastic Dust Pan, 6/Cs.	Supplies & Accessories	\$ 163.68	28%	\$117.85
46003	SSS 32 oz. Bottles w/Orange Contour Sprayers, 24/Cs.	Supplies & Accessories	\$ 106.90	28%	\$76.97
46009	SSS NexGen Bucketless Mopping System w/Pocket Frame, 1/Cs.	Supplies & Accessories	\$ 110.30	28%	\$79.42
47001	SSS NewAge LW 18' Floor Applicator Kit, 1/Cs.	Chemical	\$ 104.20	28%	\$75.02
6143	IMP Trigger Sprayer, High Cut, Red/Wh 9/78", 100/Cs.	Supplies & Accessories	\$ 489.62	28%	\$352.53
72780	SSS Can Liner F3344-100C, 98 Mil. Cir., 10/20	Paper/Plastics	\$ 77.28	28%	\$55.64
223-24	IMP 24" Curved Rubber Blade Squeegee, 2/Cs.	Supplies & Accessories	\$ 92.60	28%	\$66.67
GRFPLG	SZ Yellow Latex Flock Linad, Large, 10/12	Supplies & Accessories	\$ 147.32	28%	\$106.07
46006	SSS Wet Floor Sign, Yellow, Emp.96, 6/Cs.	Supplies & Accessories	\$ 107.24	28%	\$77.21
24008	SSS/Gen Mineral Electrolyte (1 No Rx), 65/2.4 Oz.	On-Site Generating Techn	\$ 110.25	5%	\$77.00
25033000	IMP SaniSac Dispenser, White Enamel W-Mount, 1/Cs.	Supplies & Accessories	\$ 56.10	28%	\$40.39
47003	SSS NewAge LW 18' Floor Applicator, 1/Cs.	Chemical	\$ 59.58	28%	\$42.90
TD2638W	BP Can Liner L26 538 1 Mil. Wht., 10/20	Paper/Plastics	\$ 73.40	28%	\$52.71
47005	SSS NewAge 18' Floor Applicator Refill, Nylfoam, 6/Cs.	Chemical	\$ 120.10	28%	\$86.47
47009	SSS NewAge 24' Floor Applicator Refill, Nylfoam, 6/Cs.	Chemical	\$ 134.12	28%	\$96.57
12264	SSS Can Liner H2424-11R 11 Mic. Red, 10/100	Paper/Plastics	\$ 61.70	28%	\$44.56
1850	IMP GatorMate Portable Caddy, Blue/Gray, 4/Cs.	Supplies & Accessories	\$ 168.25	28%	\$121.86
86023	SSS Puma X-3 Speed Transportable Air Mover, 1/Ea.	Power Equipment	\$ 349.60	18%	\$286.67
TD3745XB	BP Can Liner LD3745 1.4 Mil. Blk., 10/10	Paper/Plastics	\$ 83.24	28%	\$59.83
103463	PRO Filter Paper Bag ProFode Upright, 20/10 Cs.	Power Equipment	\$ 262.00	18%	\$215.00
100431	PRO Filter Paper Bag Super QuarterVac HEPA 2-Ply, Small, 20/10	Power Equipment	\$ 364.60	18%	\$298.97
107314	PRO Intercept Micro Filter Super Coach Pro 6, 20/10	Power Equipment	\$ 364.60	18%	\$298.97
44110	SSS DispenserQSC Bib, Cream, 12/800 mL	Supplies & Accessories	\$ 175.44	28%	\$126.32
44111	SSS DispenserQSC Bib, Blue, 12/800 mL	Supplies & Accessories	\$ 175.44	28%	\$126.32
82004	SSS Square Cat XT20 Oscillating Floor Machine, 1/Ea.	Power Equipment	\$ 5,012.20	18%	\$4,110.00
TD2428W	BP Can Liner LD2428 8 Mil. Wht., 10/25	Paper/Plastics	\$ 84.38	28%	\$60.75
82009	SSS Edger XT Mini Floor Machine, 1/Ea.	Power Equipment	\$ 995.56	18%	\$816.36
12395	SSS Can Liner H3340-14R 14 Mic. Red, 10/25	Paper/Plastics	\$ 57.62	28%	\$41.49
35000PLT	SSS Astoria Hardwound Roll Towel, Kraft, 8' 6/800, 55/PL	Paper/Plastics	\$ 2,246.24	12%	\$1,976.69
100331	PRO Filter Paper Bag Tailwind/Super CoachVac, 2-Ply, Large, 20/10	Power Equipment	\$ 486.00	18%	\$398.52
72775	SSS Can Liner F2844-100BL, 98 Mil. Blue, 10/25	Paper/Plastics	\$ 93.26	28%	\$66.50
86014	SSS Jaguar 20R Micro Rider Scrubber w/2,130Lbs wt batteries, 1/Ea.	Power Equipment	\$ 11,228.09	18%	\$9,207.63
25188173	IMP R.A. Lever Dispensing Toilet Seat Covers, 24/125, 3000/Cs	Supplies & Accessories	\$ 152.46	28%	\$109.77
72773	SSS Can Liner F2844-09C 87 Mil. Cir., 10/25	Paper/Plastics	\$ 82.84	28%	\$59.64
72771	SSS Can Liner F2331-09C 59 Mil. Cir., 20/25	Paper/Plastics	\$ 85.52	28%	\$61.77
107313	PRO Intercept Micro Filter Super Coach Pro 10, 20/10	Power Equipment	\$ 467.60	18%	\$383.63
72485	SSS Can Liner H4048-130R 1.3 Mil. Red, 10/10	Paper/Plastics	\$ 75.14	28%	\$54.10
25183373	IMP 25R-A Seat Cover, 1/2 Fold, 10/250, 2500/Cs.	Supplies & Accessories	\$ 65.90	28%	\$47.45
72965	SSS Can Liner M24330N-CR HDPE, 10/100	Paper/Plastics	\$ 44.66	28%	\$32.16
25177673	IMP 25R-A Seat Cover, 1/2 Fold, 20/250, 4000/Cs.	Supplies & Accessories	\$ 100.78	28%	\$72.56
12434	SSS Can Liner G2433-08N 8 Mic. Nat., 10/100	Paper/Plastics	\$ 75.58	28%	\$54.42
12680	SSS Can Liner G1718-06N 6 Mic. Nat., 20/100	Paper/Plastics	\$ 44.16	28%	\$31.80
12966	SSS Can Liner M2433-08N Nat., 10/100	Paper/Plastics	\$ 53.12	28%	\$38.23
12963	SSS Can Liner M2424-06N Nat., 10/100	Paper/Plastics	\$ 34.68	28%	\$25.11
12433	SSS Can Liner G2433-06N 6 Mic. Nat., 10/100	Paper/Plastics	\$ 56.60	28%	\$40.75
12432	SSS Can Liner G2424-08N 8 Mic. Nat., 10/100	Paper/Plastics	\$ 55.78	28%	\$40.16
12431	SSS Can Liner G2424-06N 6 Mic. Nat., 10/100	Paper/Plastics	\$ 42.38	28%	\$30.44
47004	SSS NewAge HW 18' Floor Applicator, 1/Cs.	Chemical	\$ 71.12	28%	\$51.21
72439	SSS Can Liner F3860-260BL 2.6 Mil. Blue, 10/10	Paper/Plastics	\$ 81.48	28%	\$58.67
72427	SSS Can Liner F4048-140BL 1.4 Mil. Blue, 10/10	Paper/Plastics	\$ 78.82	28%	\$56.75
72424	SSS Can Liner F3344-14R 14 Mic. Red, 10/20	Paper/Plastics	\$ 108.02	28%	\$77.77
72707	SSS Can Liner F4048-08W 79 Mil. Wht., 6/25	Paper/Plastics	\$ 67.50	28%	\$48.82
72711	SSS Can Liner F3860-08W 79 Mil. Wht., 5/20	Paper/Plastics	\$ 52.46	28%	\$37.77
72437	SSS Can Liner F3860-140BL 1.4 Mil. Blue, 10/10	Paper/Plastics	\$ 90.82	28%	\$65.39
72415	SSS Can Liner F3860-100BL 98 Mil. Blue, 10/15	Paper/Plastics	\$ 85.04	28%	\$61.43
12454	SSS Can Liner G3860-17N 17 Mic. Nat., 10/20	Paper/Plastics	\$ 87.44	28%	\$62.96
12862	SSS Can Liner T2432-07B 72 Mil. Blk., 10/50	Paper/Plastics	\$ 83.60	28%	\$60.19
12447	SSS Can Liner G4048-16N 16 Mic. Nat., 10/25	Paper/Plastics	\$ 86.78	28%	\$62.48
12447	SSS Can Liner G4348-10N 10 Mic. Blk., 10/20	Paper/Plastics	\$ 84.28	28%	\$60.48
12124	SSS Can Liner T2432-04B 36 Mil. Blk., 10/100	Paper/Plastics	\$ 84.42	28%	\$60.78
12437	SSS Can Liner G3037-13N 13 Mic. Nat., 10/50	Paper/Plastics	\$ 82.42	28%	\$59.34
72701	SSS Can Liner F3037-08W 79 Mil. Wht., 8/25	Paper/Plastics	\$ 52.40	28%	\$37.73
12480	SSS Can Liner G3860-22B 22 Mic. Blk., 10/15	Paper/Plastics	\$ 84.00	28%	\$60.13
12328	SSS Can Liner G4048-22N 22 Mic. Nat., 10/15	Paper/Plastics	\$ 72.30	28%	\$52.06
72949	SSS Can Liner M3860-17N Nat., 10/20	Paper/Plastics	\$ 74.44	28%	\$53.60
72703	SSS Can Liner F3340-08W 79 Mil. Wht., 6/25	Paper/Plastics	\$ 47.32	28%	\$34.07
12103	SSS Can Liner T2433-05W 47 Mil. Wht., 10/50	Paper/Plastics	\$ 55.82	28%	\$40.10
12453	SSS Can Liner G3860-14N 14 Mic. Nat., 10/20	Paper/Plastics	\$ 73.08	28%	\$52.62
12450	SSS Can Liner G4348-16N 16 Mic. Nat., 8/25	Paper/Plastics	\$ 75.58	28%	\$54.42
12981	SSS Can Liner M4348-22B Blk., 10/15	Paper/Plastics	\$ 63.72	28%	\$45.89
12480	SSS Can Liner G4348-22B 22 Mic. Blk., 10/15	Paper/Plastics	\$ 77.04	28%	\$55.47
12436	SSS Can Liner G3037-10N 10 Mic. Nat., 10/50	Paper/Plastics	\$ 63.60	28%	\$45.79
12518	SSS Can Liner G4048-22B 22 Mic. Blk., 10/15	Paper/Plastics	\$ 72.38	28%	\$52.11
72975	SSS Can Liner M4048-16N Nat., 10/25	Paper/Plastics	\$ 73.66	28%	\$52.96
72977	SSS Can Liner M4048-22B Blk., 10/15	Paper/Plastics	\$ 59.78	28%	\$43.04
12442	SSS Can Liner G3340-16N 16 Mic. Nat., 10/25	Paper/Plastics	\$ 60.60	28%	\$43.63
72979	SSS Can Liner M4348-16N Nat., 8/25	Paper/Plastics	\$ 64.12	28%	\$46.17
72972	SSS Can Liner M3340-16N Nat., 10/25	Paper/Plastics	\$ 62.38	28%	\$45.11
72970	SSS Can Liner M3340-11N Nat., 20/25	Paper/Plastics	\$ 66.08	28%	\$47.58
12492	SSS Can Liner G3340-22B 22 Mic. Blk., 10/25	Paper/Plastics	\$ 82.12	28%	\$59.13
12125	SSS Can Liner T2432-05W 47 Mil. Blk., 10/50	Paper/Plastics	\$ 55.98	28%	\$40.31
12986	SSS Can Liner G4551-16N 16 Mic. Nat., 10/15	Paper/Plastics	\$ 64.18	28%	\$46.11
12445	SSS Can Liner G4048-12N 12 Mic. Nat., 10/25	Paper/Plastics	\$ 66.12	28%	\$47.61
25131073	IMP Naturelle #6 Pads, 250/Cs.	Supplies & Accessories	\$ 134.32	28%	\$96.71
12336	SSS Can Liner G4348-22N 22 Mic. Nat., 10/15	Paper/Plastics	\$ 77.36	28%	\$55.70
72968	SSS Can Liner M23037-13N Nat., 10/50	Paper/Plastics	\$ 68.34	28%	\$49.20
72973	SSS Can Liner M4048-12N Nat., 10/25	Paper/Plastics	\$ 53.36	28%	\$38.42
72651	SSS Can Liner TR2432-100B 1 Mil. Blk., 10/25	Paper/Plastics	\$ 56.64	28%	\$40.78
72967	SSS Can Liner M3037-10N Nat., 10/50	Paper/Plastics	\$ 50.38	28%	\$36.27
12438	SSS Can Liner G3037-16N 16 Mic. Nat., 10/25	Paper/Plastics	\$ 52.18	28%	\$37.13
12369	SSS Can Liner T3858-150C 1.5 Mil. Cir., 10/10	Paper/Plastics	\$ 93.00	28%	\$66.96
25121288	IMP Fem. Hygiene Liner, Waxed RM, 250/Cs.	Supplies & Accessories	\$ 45.78	28%	\$32.86
12893	SSS Can Liner T3340-07W 70 Mil. Blk., 10/25	Paper/Plastics	\$ 66.04	28%	\$47.55
12388	SSS Can Liner T4048-07B 73 Mil. Blk., 8/25	Paper/Plastics	\$ 80.00	28%	\$57.60
25025088	IMP Fem. Hygiene Liner, Waxed #77, 500/Cs.	Supplies & Accessories	\$ 49.84	28%	\$35.88
12902	SSS Can Liner T4348-100C 99 Mil. Cir., 10/15	Paper/Plastics	\$ 86.78	28%	\$62.48
12876	SSS Can Liner T4048-07W 73 Mil. Wht., 8/25	Paper/Plastics	\$ 80.08	28%	\$57.66
12865	SSS Can Liner T3037-07W 71 Mil. Wht., 5/50	Paper/Plastics	\$ 56.44	28%	\$40.64
12884	SSS Can Liner T3340-07W 70 Mil. Wht., 10/25	Paper/Plastics	\$ 66.12	28%	\$47.61
25189973	IMP Naturelle Plus with Wings, 250/Cs.	Supplies & Accessories	\$ 120.68	28%	\$86.89
12900	SSS Can Liner T3340-100B 98 Mil. Blk., 8/25	Paper/Plastics	\$ 74.58	28%	\$53.70
710	IMP Value-Plus Dust Pan, 12/Cs.	Supplies & Accessories	\$ 72.70	28%	\$52.34
25191000	IMP JE-RC Dual Vendor, w/window, \$25, Wh Enamel, 1/Cs.	Supplies & Accessories	\$ 582.82	28%	\$419.63
25176488	IMP Tampons, Naturelle, 4-ply Cardboard App, 500/Cs.	Supplies & Accessories	\$ 169.92	28%	\$122.34
72664	SSS Can Liner TR4048-200B 2 Mil. Blk., 10/10	Paper/Plastics	\$ 104.70	28%	\$75.38
72663	SSS Can Liner TR4048-170B 1.7 Mil. Blk., 10/10	Paper/Plastics	\$ 98.28	28%	\$70.88
72674	SSS Can Liner TR4348-170B 1.7 Mil. Blk., 10/10	Paper/Plastics	\$ 96.22	28%	\$69.28
72671	SSS Can Liner TR4348-125B 1.25 Mil. Blk., 10/10	Paper/Plastics	\$ 71.32	28%	\$51.35
72670	SSS Can Liner TR3860-170B 1.7 Mil. Blk., 10/10	Paper/Plastics	\$ 103.14	28%	\$74.26
72678	SSS Can Liner TR3858-150B 1.5 Mil. Blk., 10/10	Paper/Plastics	\$ 93.62	28%	\$67.41
72653	SSS Can Liner TR3037-100B 1 Mil. Blk., 10/25	Paper/Plastics	\$ 77.10	28%	\$55.51
72682	SSS Can Liner TR5050-125B 1.25 Mil. Blk., 10/10	Paper/Plastics	\$ 86.90	28%	\$62.27
72666	SSS Can Liner TR3660-125B 1.25 Mil. Blk., 10/10	Paper/Plastics	\$ 72.98	28%	\$52.65
72659	SSS Can Liner TR3340-200B 2 Mil. Blk., 10/10	Paper/Plastics	\$ 73.70	28%	\$53.06
72662	SSS Can Liner TR4048-150B 1.5 Mil. Blk., 10/10	Paper/Plastics	\$ 79.98	28%	\$57.59
72672	SSS Can Liner TR4650-125B 1.25 Mil. Blk., 5/20	Paper/Plastics	\$ 60.50	28%	\$43.86
72673	SSS Can Liner TR4348-150B 1.5 Mil. Blk., 5/20	Paper/Plastics	\$ 86.48	28%	\$62.27
72661	SSS Can Liner TR4048-125B 1.25 Mil. Blk., 10/10	Paper/Plastics	\$ 66.96	28%	\$48.21
72680	SSS Can Liner TR3860-200B 2 Mil. Blk., 5/10	Paper/Plastics	\$ 62.68	28%	\$45.06
72676	SSS Can Liner TR3860-100B 1 Mil. Blk., 10/10	Paper/Plastics	\$ 62.02	28%	\$44.85
72657	SSS Can Liner TR3340-150B 1.5 Mil. Blk., 5/20	Paper/Plastics	\$ 66.70	28%	\$48.02
72958	SSS Can Liner M3037-100K-CR LLDPE Blk., 10/20	Paper/Plastics	\$ 55.66	28%	\$40.08
72656	SSS Can Liner TR3340-125B 1.25 Mil. Blk., 5/20	Paper/Plastics	\$ 46.78	28%	\$33.68
72098	SSS Can Liner TR3858-200B 2 Mil. Blk., 5/10	Paper/Plastics	\$ 98.64	28%	\$71.24
13065	SSS Blue Glass Cleaner, 12/1 Qt.	Chemical			

Item #	Description	Primary Category	List Price	Discount	PCA Cost
46095	SSS Merlin Eraser Sponge, 30/Cs.	Supplies & Accessories	\$ 95.58	28%	\$68.82
DLWH-XL-NP	SZ Polypro Lab Coat, no pockets, 3XL, 30/Cs.	Supplies & Accessories	\$ 95.58	28%	\$68.82
DLWH-XL-NP	SZ Polypro Lab Coat, no pockets, XL, 30/Cs.	Supplies & Accessories	\$ 95.16	28%	\$68.52
DBRD-1000	SZ White Beard Covers, 10 bags of 100/Cs.	Supplies & Accessories	\$ 93.80	28%	\$67.54
GRDLG	SZ Latex G. P. Pwv Glove, Large, 10/100	Supplies & Accessories	\$ 161.04	28%	\$115.95
GRDXL	SZ Latex Exam-PF Smooth, X-Large, 10/100	Supplies & Accessories	\$ 213.48	28%	\$153.71
GRPRXL	SZ Latex G. P. PF Glove, X-Large, 10/100	Supplies & Accessories	\$ 190.28	28%	\$137.00
GRPRXL	SZ Latex G. P. PF Glove, Large, 10/100	Supplies & Accessories	\$ 189.80	28%	\$136.66
GRPRMD	SZ Latex G. P. PF Glove, Medium, 10/100	Supplies & Accessories	\$ 189.40	28%	\$136.37
GRPRSM	SZ Latex G. P. PF Glove, Small, 10/100	Supplies & Accessories	\$ 189.32	28%	\$136.31
GNPRXL	SZ Nitrile G. P. Gloves PF, X-Large, 10/100	Supplies & Accessories	\$ 331.48	28%	\$238.67
GNPRXL	SZ Nitrile G. P. Gloves PF, Large, 10/100	Supplies & Accessories	\$ 331.20	28%	\$238.46
GNPRMD	SZ Nitrile G. P. PF Glove, Medium, 10/100	Supplies & Accessories	\$ 330.86	28%	\$238.23
GNPEXL	SZ Nitrile Exam Gloves, PF, Black, X-Large, 10/100	Supplies & Accessories	\$ 392.54	28%	\$282.63
GNPEPLG	SZ Nitrile Exam Gloves, PF, Black, Large, 10/100	Supplies & Accessories	\$ 391.92	28%	\$282.18
GNPEMD	SZ Nitrile Exam Gloves, PF, Black, Medium, 10/100	Supplies & Accessories	\$ 391.38	28%	\$281.79
GNVFXL	SZ Vinyl G. P. Gloves, Pwd, X-Large, 10/100	Supplies & Accessories	\$ 177.52	28%	\$127.67
GNVFXL	SZ Vinyl G. P. Gloves, PF, X-Large, 10/100	Supplies & Accessories	\$ 182.84	28%	\$131.64
GNVFXL	SZ Vinyl G. P. Gloves, Pwd, Large, 10/100	Supplies & Accessories	\$ 176.80	28%	\$127.30
GNVFXL	SZ Vinyl G. P. Gloves, PF, Large, 10/100	Supplies & Accessories	\$ 182.32	28%	\$131.27
GNVFXL	SZ Vinyl Exam Gloves 10C, PF, X-Large, 10/100	Supplies & Accessories	\$ 214.80	28%	\$154.73
GNVFXL	SZ Vinyl G. P. Gloves, Pwd, Medium, 10/100	Supplies & Accessories	\$ 176.98	28%	\$127.43
GNVFXL	SZ Vinyl Exam Gloves 10C, PF, Large, 10/100	Supplies & Accessories	\$ 214.36	28%	\$154.34
GNVFXL	SZ Vinyl G. P. Gloves, PF, Medium, 10/100	Supplies & Accessories	\$ 182.34	28%	\$131.28
GNVFXL	SZ Vinyl Exam Gloves 10C, PF, Medium, 10/100	Supplies & Accessories	\$ 214.76	28%	\$154.63
3M09545	3M 16" Scotch Brite Clean and Shine Pad, 5/Cs.	Supplies & Accessories	\$ 133.92	28%	\$96.42
31397	SSS 1420" Mean Green Scrub-Brush Pad, 4/Cs.	Supplies & Accessories	\$ 287.17	28%	\$206.76
32016	Bona-SSS Supercoat Rally 24 Floor Finish, 1/5 Gal.	Chemical	\$ 561.72	28%	\$404.24
32017	Bona-SSS Supercoat Concentrate, 4/1 Gal	Chemical	\$ 385.02	28%	\$276.68
IP-500-40020	EfferSan HOCL Chlorinated Disinfecting Tablets, 4 gm, 10/100	Chemical	\$ 449.02	28%	\$323.29
IP-500-40021	EfferSan HOCL Chlorinated Disinfecting Tablets, 17 gm, 6/100	Chemical	\$ 637.56	28%	\$459.04
A-252-MCD-N	ENW Tiro MD YGR Dispenser, 1/Cs.	Supplies & Accessories	\$ 214.42	28%	\$154.98
67100	SSS Deflector Urinal Screen, Terminator Technology, 30/Cs.	Supplies & Accessories	\$ 162.68	28%	\$117.13
9128-12	GOJO Pink & Klean Skin Cleanser Pink, 12/800 mL	Skin Care	\$ 63.69	28%	\$45.86
7753-02	GOJO Purell Healthcare Advanced Hand Sanitizer Foam, 2/1200 mL	Skin Care	\$ 124.40	28%	\$89.57
9517-04	GOJO Purell Hand Sanitizer Wipes, Non-Alcohol Formula, 4/Cs.	Skin Care	\$ 382.11	28%	\$275.12
37316	SSS 16" x 16" MicroPower Cloth, Pink, 204/Cs.	Supplies & Accessories	\$ 297.84	28%	\$214.44
37128	SSS HD MicroPower Dust Mop Pads (Blue) 36", 12/Cs.	Supplies & Accessories	\$ 130.80	28%	\$94.18
37134	SSS HD Aluminum MicroPower Hardware 36", 12/Cs.	Supplies & Accessories	\$ 201.12	28%	\$144.81
96300	SSS 151/6" Threaded Hardwood Handle, 12/Cs.	Supplies & Accessories	\$ 437.96	28%	\$315.33
4745	IMP Retail Trigger Sprayer, 450/Cs.	Supplies & Accessories	\$ 637.68	28%	\$459.13
904-100	IMP Dispensing Pump, 1 oz, w/38mm Cap, 100/Cs.	Supplies & Accessories	\$ 31.96	28%	\$22.94
1120	IMP Rest Assured Seat Cover Dispenser, White, 2/Cs.	Supplies & Accessories	\$ 4,438.02	28%	\$3193.77
KR01269PLT	Kruger Easyroll Roll Towel, White, TA/01000, 50/Pk	Supplies & Accessories	\$ 3,617.82	28%	\$2,604.83
KR01859PLT	Kruger Esteem HW Roll Towel, Brown, 8/800, 50/Pk	Supplies & Accessories	\$ 300.00	28%	\$216.00
44665	SSS FC Collection TF M-Style Dispenser, Blk, 6/1000-1250 mL	Supplies & Accessories	\$ 300.00	28%	\$216.00
44667	SSS FC Collection TF M-Style Dispenser, Whit/Gray, 6/1000-1250 mL	Supplies & Accessories	\$ 300.00	28%	\$216.00
01-690	Everwipe Chem-Ready Wipes, 6x12 1/2, 60/0, 540/Case	Supplies & Accessories	\$ 91.18	28%	\$65.81
CR-BKT-5	Everwipe Dispenser Bucket with Reusable Lid, 5Cs	Supplies & Accessories	\$ 59.12	28%	\$42.57
02-6180	Everwipe Chem-Ready Wipe, 6x12 1/2, 60/0, 540/Case	Supplies & Accessories	\$ 70.78	28%	\$50.96
11100	Everwipe Cleaning and Disinfecting Wet Wipes, 8x6", 300/roll, 4/Cs.	Supplies & Accessories	\$ 215.50	28%	\$155.16
10-BKT-2	Everwipe Mobile Bucket w/ Handle and Releasable Lid, 2Cs	Supplies & Accessories	\$ 42.02	28%	\$30.37
909-1624	Legacy Treated Yellow Dust Cloths, 16x24", 10x50, 500/Cs.	Supplies & Accessories	\$ 102.20	28%	\$73.58
909-2424	Legacy Treated Yellow Dust Cloths, 24x24", 10x50, 500/Cs.	Supplies & Accessories	\$ 136.90	28%	\$98.57
108911	ProVet Animal Facility Conc. Disinfectant Chr & Deodorizer, 1/5 Gal.	Chemical	\$ 157.61	28%	\$113.48
48407	SSS Navigator #3X Renegade Daily Disinfectant Cleaner, 4/1 Gal.	Chemical	\$ 354.06	28%	\$254.97
48333	SSS Navigator PDC #3X Renegade Daily Disinfectant Cleaner, 2/2L	Chemical	\$ 172.60	28%	\$124.27
48411	SSS OxyPro 365 Hydrogen Peroxide Disinfectant Cleaner RTU, 12/1 Qt.	Chemical	\$ 104.23	28%	\$75.12
48412	SSS OxyPro 365 Hydrogen Peroxide Disinfectant Cleaner RTU, 4/1 Gal.	Chemical	\$ 103.62	28%	\$74.61
86030	SSS Wiscat Carpet Spotter, 1/Cs.	Power Equipment	\$ 663.01	28%	\$478.67
572-4	FreshWave IAQ Carpet/Upholstery Additive, 1 Gal., 4/Cs.	Chemical	\$ 199.88	28%	\$143.91
545-12	FreshWave IAQ Gel, 8 Oz., 12/Cs.	Chemical	\$ 92.82	28%	\$66.83
545-12	FreshWave IAQ Gel, 24 Oz., 12/Cs.	Chemical	\$ 190.86	28%	\$137.49
547-2	FreshWave IAQ Gel, 2 Gal., 2/Cs.	Chemical	\$ 269.42	28%	\$193.98
549-12	FreshWave IAQ Gel, 16 Oz., 12/Cs.	Chemical	\$ 132.86	28%	\$95.66
563-4	FreshWave IAQ Laundry Additive, 1 Gal., 4/Cs.	Chemical	\$ 177.04	28%	\$127.47
563-12	FreshWave IAQ Air & Surface Spray, 32 Oz., 12/Cs.	Chemical	\$ 152.60	28%	\$109.27
563-6	FreshWave IAQ Air & Surface Spray, 32 Oz., 6/Cs.	Chemical	\$ 77.76	28%	\$55.99
565-4	FreshWave IAQ Air & Surface Liquid, 1 Gal., 4/Cs.	Chemical	\$ 154.36	28%	\$111.14
FG4013131	RCP AutoSense Lotion, 4/800 mL	Skin Care	\$ 74.64	28%	\$53.74
FG4015431	RCP AutoSense Lotion, 4/1600 mL	Skin Care	\$ 139.04	28%	\$100.11
SC889	Sanitara 12/7 Amp Vacuum Quick Clean, 1/Ea**	Power Equipment	\$ 463.64	28%	\$333.82
94002	SSS Refillable Bottle, 1000 mL, 88/Cs.	Supplies & Accessories	\$ 173.40	28%	\$124.85
94003	Nozzle, Converts Dispenser #94001 from Gel to Foam, 12/Cs.	Supplies & Accessories	\$ 60.00	28%	\$43.20
PRM0001	CTC Premier II Microfiber Pads, 1 x 1' Laundry-Free, 240/Cs.	Supplies & Accessories	\$ 233.88	28%	\$168.38
66001	SSS CleanSpec Environmental Surface Monitoring Sys., 1/Cs.	Supplies & Accessories	\$ 45.48	28%	\$32.75
66002	SSS CleanSpec Marking Pen, 12/Cs.	Supplies & Accessories	\$ 172.38	28%	\$124.11
92001	SSS 31 Portable Battery-Powered Handheld Scraper, 1000 mL, 6/Cs.	Supplies & Accessories	\$ 176.16	28%	\$126.84
85337	CTC Sanitex Env. Surface Wipes, 17" x 12", 60/Rol, 30 Rolls/Cs.	Supplies & Accessories	\$ 88.02	28%	\$63.37
PRC0006	CTC Sanitex II Self-Dispensing Canister, 6/Cs.	Supplies & Accessories	\$ 189.98	28%	\$136.79
3130C	SSS TF Automatic Hand Sanitizer Dispenser w/ Drip Tray, 12/Cs.	Supplies & Accessories	\$ 657.72	28%	\$473.56
94001	SSS TF Automatic Hand Sanitizer Dispenser w/ Drip Tray, 12/Cs.	Supplies & Accessories	\$ 1,539.54	28%	\$1,108.32
F1409-5	Tough Free Bulk Sanitizer Dispenser, 15/Cs.	Supplies & Accessories	\$ 23.34	28%	\$16.80
19791-KIT-SS	SSS 32oz Bottle Holder Kit for Sanitizer Dispensing Stand, White, 1/Cs.	Supplies & Accessories	\$ 197.26	28%	\$141.23
19839-KIT-SS	SSS Hand Sanitizer Dispensing Stand Bracket for 1 Gal. White, 1/Cs.	Supplies & Accessories	\$ 116.00	28%	\$83.62
91002	SSS Hand Sanitizer Gel, 70%, Fresh Scent w/Pump, 4/1 Gal.	Skin Care	\$ 66.00	28%	\$47.52
91004	SSS Hand Sanitizer Gel, 70%, Fresh Scent w/Pump, 128.4 Oz.	Skin Care	\$ 110.00	28%	\$79.20
93001	SSS Hand Sanitizer Gel, 70%, Unscented w/Pump, 208 oz.	Skin Care	\$ 120.00	28%	\$86.40
GVDR-LH-HI	SZ Clear Economy Powdered Vinyl Gloves, Large, 10/100	Supplies & Accessories	\$ 112.18	28%	\$80.77
GVDR-SM-HI	SZ Clear Economy Powdered Vinyl Gloves, Small, 10/100	Supplies & Accessories	\$ 112.18	28%	\$80.77
GVDR-XL-HI	SZ Clear Economy Powdered Vinyl Gloves, X-Large, 10/100	Supplies & Accessories	\$ 116.50	28%	\$83.88
GVPR-MD-HI	SZ Clear Economy Powder Free Vinyl Gloves, Medium, 10/100	Supplies & Accessories	\$ 116.50	28%	\$83.88
GVPR-SM-HI	SZ Clear Economy Powder Free Vinyl Gloves, Small, 10/100	Supplies & Accessories	\$ 116.50	28%	\$83.88
78001	SSS-UNX Laundry Alkali Builder, 1/15 Gal.	Chemical	\$ 323.24	28%	\$232.73
78011	SSS-UNX Enzyme Laundry Detergent, 1/15 Gal.	Chemical	\$ 663.34	28%	\$477.60
78019	SSS-UNX Oxy Laundry Bleach, 1/15 Gal.	Chemical	\$ 367.12	28%	\$264.33
78032	SSS-UNX Laundry Softener, 1/15 Gal.	Chemical	\$ 412.40	28%	\$296.93
UNX11853	UNX Brill Liquid Detergent, 4/1 Gal.	Chemical	\$ 123.86	28%	\$89.18
UNX86859	UNX Vanguard, 5 Gal Pal	Chemical	\$ 587.66	28%	\$423.12
64097	SSS Alero 3000 Metered, Cucumber Melon Refill, 12/Cs.**	Supplies & Accessories	\$ 72.82	28%	\$52.20
64079	SSS P60 Xtreme Urinal Screen, Amazing Apple, 6/Cs.**	Supplies & Accessories	\$ 45.62	28%	\$32.85
64080	SSS P60 Xtreme Urinal Screen, Cool Citrus Mango, 6/Cs.**	Supplies & Accessories	\$ 45.62	28%	\$32.85
64081	SSS P60 Xtreme Urinal Screen, Twilight Sea Shore, 6/Cs.**	Supplies & Accessories	\$ 45.62	28%	\$32.85
64082	SSS P60 Xtreme Urinal Screen, Lavender, 6/Cs.**	Supplies & Accessories	\$ 45.62	28%	\$32.85
64083	SSS P60 Xtreme Urinal Screen, Linen Clean, 6/Cs.**	Supplies & Accessories	\$ 45.62	28%	\$32.85
64084	SSS P60 Xtreme Urinal Screen, Cucumber Melon, 6/Cs.**	Supplies & Accessories	\$ 45.62	28%	\$32.85
64085	SSS W30 Urinal Screen, Amazing Apple, 10/Cs.**	Supplies & Accessories	\$ 30.55	28%	\$22.00
64086	SSS W30 Urinal Screen, Cool Citrus Mango, 10/Cs.**	Supplies & Accessories	\$ 30.55	28%	\$22.00
64087	SSS W30 Urinal Screen, Twilight Sea Shore, 10/Cs.**	Supplies & Accessories	\$ 30.55	28%	\$22.00
64088	SSS W30 Urinal Screen, Lavender, 10/Cs.**	Supplies & Accessories	\$ 30.55	28%	\$22.00
64089	SSS W30 Urinal Screen, Linen Clean, 10/Cs.**	Supplies & Accessories	\$ 30.55	28%	\$22.00
64090	SSS W30 Urinal Screen, Cucumber Melon, 10/Cs.**	Supplies & Accessories	\$ 30.55	28%	\$22.00
64091	SSS Clipper Toilet Rim Air Freshener, Amazing Apple, 10/Cs.**	Supplies & Accessories	\$ 28.39	28%	\$20.44
64092	SSS Clipper Toilet Rim Air Freshener, Cool Citrus Mango, 10/Cs.**	Supplies & Accessories	\$ 28.39	28%	\$20.44
64093	SSS Clipper Toilet Rim Air Freshener, Twilight Sea Shore, 10/Cs.**	Supplies & Accessories	\$ 28.39	28%	\$20.44
64094	SSS Clipper Toilet Rim Air Freshener, Lavender, 10/Cs.**	Supplies & Accessories	\$ 28.39	28%	\$20.44
64095	SSS Clipper Toilet Rim Air Freshener, Linen Clean, 10/Cs.**	Supplies & Accessories	\$ 28.39	28%	\$20.44
64096	SSS Clipper Toilet Rim Air Freshener, Cucumber Melon, 10/Cs.**	Supplies & Accessories	\$ 28.39	28%	\$20.44
64073	SSS Alero PT Chameleon, Lavender Refill, 6/Cs.**	Supplies & Accessories	\$ 71.27	28%	\$51.31
64074	SSS Alero PT Chameleon, Linen Clean, 6/Cs.**	Supplies & Accessories	\$ 71.27	28%	\$51.31
64075	SSS Alero PT Chameleon, Twilight Sea Shore, 6/Cs.**	Supplies & Accessories	\$ 71.27	28%	\$51.31
VF208	Victory Replacement Lithium-Ion 16.8 Volt Battery, 1/Cs.	Supplies & Accessories	\$ 175.00	28%	\$126.00
76124	SSS Sterling Select H. TouchFree Electronic Dispenser, Black, 1/Cs.	Supplies & Accessories	\$ 151.62	28%	\$109.17
85004	SSS Astoria Electronic TouchFree HRT Dispenser, 1/Cs.	Paper/Plastics	\$ 141.48	28%	\$101.67
35201	SSS Astoria Select Electronic TouchFree HRT Dispenser, 1/Cs.	Paper/Plastics	\$ 36.67	28%	\$26.40
1760G	Perox HDOX Green Bottle and Trigger (GS2)	Supplies & Accessories	\$ 33.75	28%	\$24.26
1760R	Perox HDOX Red Bottle and Trigger (GS2)	Supplies & Accessories	\$ 33.75	28%	\$24.26
18568	Perox HDOX Cleaner & Disinfectant Tablets (GS2)	Chemical	\$ 225.00	28%	\$161.20
24002	SSS/GenE Immerse-A-Clean Wand OSG w/Battery & Charger, 1/Cs.	On-Site Generating Techn	\$3,279.50	2%	\$3,235.00
24005	SSS/GenE Glass and GP Cleaning Catalyst, 1/40 Oz.	On-Site Generating Techn	\$58.00	5%	\$55.00
27136	EMC ThinAir ADA Hand Dryer, TA-3B, Stainless, 110-120V, 1/Cs.	Chemical	\$650.00	28%	\$468.00
25131900	IMP Seat Cover Dispenser, 1/2 Fzd, W/Plastic, 1/Cs.	Supplies & Accessories	\$ 112.29	28%	\$81.13
25132000	IMP Seat Cover Dispenser, 1/2 Fzd, W/Plastic, 1/Cs.	Supplies & Accessories	\$ 112.29	28%	\$81.13
2137-08	GOJO NXT Purell Instant Hand San, w/Aloe, 8/1000 mL	Skin Care	\$164.22	28%	\$118.24
2424-05	GOJO Purell FXM Advanced Instant Hand Sanitizer Foam, 3/1200 mL	Skin Care	\$170.00	28%	\$122.60
2639-12	GOJO Purell Adv. Instant Hand San, w/Aloe, Green, 12/12 Oz.	Skin Care	\$102.38	28%	\$73.71
5056-02	PURELL Healthcare Advanced Hand Sanitizer Foam, 2/Cs.	Skin Care	\$ 100.26	28%	\$72.19
5163-04	GOJO FMX Green Foam Hand, Hair & Body Wash, 4/1250 mL	Skin Care	\$115.10	28%	\$82.87
5192-03	GOJO Purell FXM Advanced Instant Hand Sanitizer Foam, 3/1200 mL	Skin Care	\$129.93	28%	\$93.55
8665-02	GOJO TF-X Green Certified Foam Hand Cleaner, Clear, 2/1200 mL	Skin Care	\$61.36	28%	\$43.95
5762-04	GOJO Lux. Foam Antibacterial Pump Bottle, Lt. Amber, 4/535 mL	Skin Care	\$53.94	28%	\$38.84
632628-10	Sanitara SD Bags for ProSense XZ				

Item #	Description	Primary Category	List Price	Discount	PCA Cost	
9757-12	GOJO BB Antibac. Lotion Soap, Amber, 12/800 mL	Skin Care	\$167.37	28%	\$120.51	
9W87	RCP Brute Rim Caddy for 44 Gal., Yellow, 1/Ea.	Supplies & Accessories	\$105.92	28%	\$76.26	
A-114-02H	ENV Absolute GCert N Fir Clnr C. Lnen Frq HyperConc. 2/5 Gal.	Chemical	\$93.23	24%	\$70.85	
A-143-02B	ENV Absolute GCert Ind. Degreaser Clnr. Hyper-Conc. 2/1 Gal.	Chemical	\$84.08	24%	\$63.90	
BD500117	Liner, 38x58 3ply X-Heavy Black - 100/cs (En-FSU)	Paper/Plastics	\$65.00	22%	\$51.30	
BD505107	IPC Eagle Sediment Filter (En-FSU)	Supplies & Accessories	\$10.00	91%	\$3.88	
BD505108	IPC Eagle Carbon Filter (En-FSU)	Supplies & Accessories	\$15.00	42%	\$8.63	
BD505148	IPC Eagle 50' Add-On Hose for Hydrocart (En-FSU)	Supplies & Accessories	\$132.00	9%	\$121.00	
BD545132	IPC Eagle RO Membrane for Hydrotube/Hydrocart (En-FSU)	Supplies & Accessories	\$675.00	8%	\$625.00	
QFC35T	35' Carbon Fiber Composite Telescopic Pole w/14" Speed Brush & GN8 Gooseneck	Supplies & Accessories	\$1,132.00	14%	\$975.00	
CXP-3858XXX	Liner, 38x58 3ply X-Heavy Black - 100/cs (SI)	Paper/Plastics	\$57.29	35%	\$37.24	
EIPC1280	EO IPC1280 Ride-On Sweeper w/4 AGM 6v-225a (Maintenance Free Battery,	Power Equipment	\$17,919.00	15%	\$15,231.15	
ECORVBE	EO Orbit Vibe w/40lb Weight Kit, Multipurpose Brush, 50' Cord, 1cs Superzorb	Power Equipment	\$3,189.00	12%	\$2,795.00	
GNF5M	SZ Ninja Gloves, PF, Black, Small, 10/100	Supplies & Accessories	\$	96.62	28%	\$99.57
NOR 56961	Safe Step Pro Series 960 Choice Formula Ice Melt, 50lb Box (SI)	Chemical	\$32.23	35%	\$20.95	
OFB-54	OurFresh Rehl w/Battery, Seaside Breeze, 48/Cs.	Supplies & Accessories	\$	314.57	28%	\$226.49
PG8-4051	Liner, 23x10x29 1.5mil Black - 100/cs (SI)	Paper/Plastics	\$52.38	35%	\$34.05	
PXB1F	Peroxy HDOX Dual Dispenser (GS2)	Supplies & Accessories	\$249.00	28%	\$179.28	
R180GBZC139	CAR 18' Light Green Grit Brush, 5.53' CH, 1/Cs.	Supplies & Accessories	\$498.28	28%	\$358.76	
SB2	IPC Eagle 14" Speed Brush (En-FSU)	Supplies & Accessories	\$73.00	10%	\$65.53	
TOR-91449	Tornado V30 Upright Vacuum (GS1)	Supplies & Accessories	\$614.25	18%	\$442.26	
UNX133453	UNX Bio-gize Quaternary Sanitizer, 4/1 Gal.	Chemical	\$130.82	28%	\$94.19	
UNX133459	UNX Bio-gize Quaternary Sanitizer, 1.5 Gal.	Chemical	\$143.18	28%	\$103.09	
UNX19653	UNX Bonus Low Temperature Dish Machine Sanitizer, 4/1 Gal.	Chemical	\$91.16	28%	\$65.64	

Attachment 3 to Staff Report 2024-01927

CONTRACT #: **PRC003292**

CONTRACT NAME: **Janitorial Supplies and Equipment (Citywide)**

AGREEMENT TERM: 10/31/2025.

AUTHORIZED RENEWALS: City may choose to renew if the cooperative contract is renewed

LEAD AGENCY: Fresno Unified School District

DEPARTMENT: Finance

DIVISION: Procurement



CITY OF SACRAMENTO ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PURCHASE AGREEMENT

The City of Sacramento ("City") and **HD SUPPLY FACILITIES MAINTENANCE** ("Contractor"), hereby agree to these Additional Terms and Conditions ("Additional Terms"), effective January 1, 2025.

WHEREAS, Contractor entered into Contract No. **22-07** for janitorial supplies and equipment with **OMNIA**, dated 9/29/2022 ("Cooperative Contract"), in which Contractor agreed to sell **JANITORIAL SUPPLIES AND EQUIPMENT** to governmental agencies that are members of **OMNIA'S** Cooperative Purchasing Program ("Participating Public Agencies"); and

WHEREAS, the City wishes to purchase janitorial supplies and equipment, pursuant to the terms of the Cooperative Contract and these Additional Terms.

NOW THEREFORE, Contractor and the City agree as follows:

1. The City shall have all the same rights and obligations as **OMNIA** under the Cooperative Contract. The terms of the Cooperative Contract shall apply to purchase orders and shall control over any contrary terms included in quotations or purchase orders.
2. Contractor agrees that in-stock supplies or equipment shall be delivered to the City no later than **Two (2)** days after receipt of the order. Contractor will notify the City Buyer in writing if supplies or equipment that they are ordering are not in stock and will give a written estimate of the price, including shipping charges, and the anticipated delivery date to the City.
3. 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 contract supplement and bind Contractor to the terms hereof.
4. 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 required under the Agreement, as supplemented and modified by these Additional Terms.



BOARD OF EDUCATION

Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
Valerie F. Davis
Claudia Cazares
Major Terry Slatie USMC (Retired)
Keshia Thomas
Andy Levine

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Sent via email: Alyssa.steele@hdsupply.com

September 29, 2022

Alyssa Steele
HD Supply Facilites Maintenance, Ltd.
3400 Cumberland Blvd. SE
Atlanta, GA 30339

Regarding: **NOTICE OF AWARD**

Subject: RFP No. 22-07 -Cleaning Supplies, Equipment and Custodial Related Products,
Services and Solutions

Dear Alyssa Steele:

Fresno Unified School District Board of Education approved RFP 22-07 Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions on September 28, 2022. The signed copy of the Master Agreement is in route for signatures and will be sent shortly.

This Bid included a percent discount for orders on an as needed basis. The District's Purchasing Department will issue a Purchase Order(s) to your firm to authorize the procurement of the awarded equipment/materials. No orders may be filled without a purchase order.

If you have any questions, please contact me at (559) 457-3584.

Sincerely,

Ann Loorz
Executive Director, Purchasing

cc: P. Idsvoog
D. Jones
M. Thibodeaux
Risk Management
Bid File



CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: Fresno Unified School District

Solicitation: 22-07

RFP Issued: May 26, 2022

Pre-Proposal Date: PRE-PROPOSAL DATE

Response Due Date: June 29, 2022

Proposals Received: # 6

Awarded to: HD Supply Facilities Maintenance LTD

The Fresno Unified School District issued RFP 22-07 on May 26, 2022, to establish a national cooperative contract for Cleaning Supplies, Equipment and Custodial Related Products Services and Solutions.

The solicitation included cooperative purchasing language in Sections IV.1. National Program:

Fresno Unified School District, as the Principal Procurement Agency, defined in APPENDIX 2, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Fresno Unified School District is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX 2, or as otherwise agreed to. APPENDIX 2 contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Fresno Unified School District website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA

- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

On June 29, 2022, proposals were received from the following offerors:

- Dyno Manufacturing Inc.
- HD Supply Facilities
- Network Distribution
- Unipak Corp
- Veterinary Pharmaceuticals Inc.
- Waxie's Enterprises LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with HD Supply Facilities and proceeding with contract award upon successful completion of negotiations.

Contract includes: A comprehensive assortment of Janitorial, Custodial Supplies & Equipment to meet the diverse needs of end users including products from major manufacturers and exclusive brand products. Categories include but are not limited to: chemicals; dilution control chemicals; skin care; industrial paper and dispensers; carpet care; restroom care; waste receptacles; trash can liners; machines and parts & accessories; institutional and industrial laundry and kitchen; industrial tools and supplies; cleaning tools; miscellaneous air quality products, green and sustainable items; and all other categories in Supplier's full line of products and services.

Term:

Term is a three (3)-year agreement from 11/1/2022 through 10/31/2025.

CLEANING SUPPLIES AND EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS SERVICES AND SOLUTIONS AGREEMENT

THIS AGREEMENT dated as of September 29, 2022 (“Effective Date”), is made and entered into by and between the Fresno Unified School District (“DISTRICT”), and HD Supply Facilities Maintenance LTD fka Home Depot Pro Institutional (“PROVIDER”). RFP 22-07 Custodial Supplies, Equipment and Custodial Related Products Services and Solutions shall begin on November 1, 2022 through October 31, 2025 (“Service Date”).

For the consideration stated below, DISTRICT and PROVIDER agree as follows:

1. The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for RFP number 22-07, Notice to Bidders, Bid Instructions, General Terms and Conditions, Service Requirements, Pricing Matrix, Non-collusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Debarment Suspension, IRAN Contracting Act of Certification, Certification Regarding Lobbying, Prime Point of Contact, References, and all modifications, addenda, bulletins, and amendments.
2. Custodial Supplies, Equipment and Custodial Related Products Services and Solutions shall be provided for the entire “Service Date” period in accordance with Agreement to the Fresno Unified School District for supplies districtwide. The Agreement will be for a 3-year term. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for materials and supplies up to three (3) years.
3. As full consideration for the faithful performance of the Agreement, DISTRICT shall pay to Provider, the prices offered in PROVIDER’s Pricing Schedule submitted with its BID and set forth on the Agreement. Payment terms shall be Net 30 and invoiced monthly against issued purchase order(s) for custodial supplies satisfactorily provided. The Firm must invoice Fresno Unified School District, Contract Administrator, in order to initiate the payment process. All invoices shall indicate (a) the Bid No. and (b) the purchase order number and should be emailed to Invoices@fresnounified.org. The DISTRICT will not approve for payment any fee which is not documented on the Firm’s monthly statement and there is no support documentation on file with the DISTRICT.
4. For the first calendar year of the Contract, pricing will be fixed at the proposal pricing. Ninety (90) calendar days prior to the expiration of the fixed pricing term, the Firm may submit proposed pricing revisions for the following year, which will be subject to negotiation by Fresno Unified School DISTRICT at the DISTRICT’s discretion. The Firm must provide adequate documentation to substantiate any request for price increase. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
5. In the event any invoices do not match the monthly charge listed in the BID, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected.
6. Contractor shall use commercially reasonable efforts to comply with the Federal Governments minimum wage requirement.
7. Board approved notification will be issued upon Fresno USD Board award. Purchase Order(s) issued against the RFP shall be proof of the District acceptance of Vendor’s/Firm’s offer to provide services to the

District per the pricing, and subject to the RFP and Vendor's/Firm's offer to provide services in response to the RFP. In the event of a conflict between the RFP and Vendor's/Firm's offer to provide services in response to the RFP, the final agreed to RFP response shall prevail.

8. It is the intent of the DISTRICT to fully utilize the selected Firm for services listed herein, however the DISTRICT reserves the right to engage services elsewhere to perform specific services due to negligence in performance at any given site or if Firm is unable to provide requested staff. Written notice will be provided to the Firm in an event, which would require exercising this article.

9. This Agreement may be terminated by either party upon giving ninety (90) calendar days advance written notice of an intention to terminate to the other party.

10. The Supplier shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may be caused by bidder's operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a **comprehensive general liability and automobile policy** utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident, as well as an umbrella or excessive liability policy with a limit of Seven Million Dollars (\$7,000,000). Property damage limits shall be \$500,000 per loss. **FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be included as an additional insured on the policies by separate, scheduled or blanket, endorsement that shall be attached to the contract as proof of insurance.** Insurance Accord shall state "*All operations resulting from informally or formally quoted projects*". Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

11. PROVIDER acknowledges that it is an independent contractor and not an employee, agent, or representative of DISTRICT. PROVIDER acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of PROVIDER'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

12. Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, Supplier shall use commercially reasonable efforts to ensure that all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

13. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. PROVIDER shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. PROVIDER agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

14. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

15. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

16. Assignment of Contracts. The successful Firm shall not assign or transfer by operation of law or otherwise any or all of its rights burdens, duties or obligations without the prior written consent of the DISTRICT, which consent shall not be unreasonably held.

17. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the DISTRICT and PROVIDER and their respective successors and assigns.

18. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

19. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20. Entire Agreement. The complete Agreement, as set forth in paragraph 1 herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

21. Non-Exclusive Contract. Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the DISTRICT. The DISTRICT reserves the right to obtain like goods or services from another source when necessary.

22. Hold Harmless Cause. The successful proposer agrees to indemnify, defend and save harmless Fresno Unified School DISTRICT, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, it's officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused by the negligent acts or willful misconduct by the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting liability arising out of the sole negligence of the DISTRICT.

23. Permits and Licenses. The successful proposer(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

24. Changes to the Contract. The DISTRICT reserves the right to add or delete service and/or sites during the term of the contract. The submitted prices in this RFP will be used to adjust compensation during the contract period

25. Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

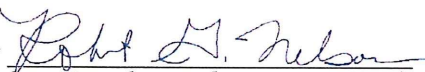
26. To the extent permitted by law, Vendor shall not be liable to the District for any incidental, indirect, punitive, consequential damages such as loss of profits or delay damages, or for any claim that is properly brought only against a third-party manufacturer, or any amount exceeding two million dollars (\$2,000,000). All claims must be brought within one year of the accrual of the cause of action.

27. Seller is a reseller of Goods and, except for Goods Seller procures from its own or affiliate manufacturing/production sources (i.e., "Private Label" items), Seller does not provide any warranty for the Goods procured from third party manufacturing/production sources ("Third Party Sources"). For items provided hereunder from Third Party Sources, Seller shall pass through to Buyer any transferable manufacturer's standard warranties. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, AS TO GOODS PROVIDED FROM THIRD PARTY SOURCES, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. BUYER AND PERSONS CLAIMING THROUGH BUYER (COLLECTIVELY "CLAIMANT") SHALL SEEK RECOURSE ONLY FROM THE RELEVANT THIRD-PARTY SOURCE IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, UNLESS RECOURSE AGAINST SELLER IS APPROPRIATE UNDER THE CIRCUMSTANCES (E.G., DUE TO HANDLING OR TRANSPORTATION OF SUCH GOODS). NOTWITHSTANDING THE FOREGOING, THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS PROCURED FROM THIRD PARTY SOURCES. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES REGARDING GOODS FROM THIRD PARTY SOURCES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MISUSE, ALTERATION OR MODIFICATION OF GOODS. SELLER DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

FRESNO UNIFIED SCHOOL DISTRICT

HD Supply Facilities Maintenance LTD

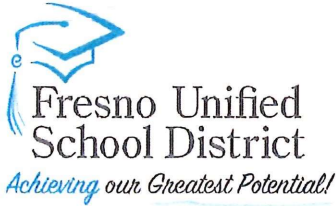
By 
Robert G. Nelson, Ed.D., Superintendent

By 
Alyssa Steele (Sep 2, 2022 15:20 EDT)
Chief Commercial Officer

Approved as to form


Ann Looz (Sep 2, 2022 11:32 PDT)

Executive Director, Purchasing



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

HD Supply Facilities Maintenance, LTD fka	3400 Cumberland Blvd SE, Atlanta, GA 30339	
Vendor Name (770) 261-5686	Address Alyssa Steele	
Phone Number	Vendor Contact	
From: 11/1/2022	Through: 10/31/2025	
Term (Duration)		
FUSD Contract Administrator: Ann Loorz/ Marisa Thibodeaux	Purchasing	559-457-3584
<i>Name</i>	<i>Site/ Dept</i>	<i>Telephone number</i>

Budget (Fund-Unit-Dept.-Activity-Object) Maintenance and Operations

Annual Cost 1500000 (Estimated Amount)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes No

Scope of Work Summary:

Request for Proposal (RFP) 22-07, for district-wide cleaning supplies; and equipment and custodial related products, services and solutions. As the lead agency for this Omnia Partners RFP, the Fresno Unified School District will establish a nationwide master agreement that can be used by more than 50,000 public agencies. Omnia Partners is a nonprofit government purchasing cooperative that reduces the cost of goods and services for participating agencies by aggregating purchasing power nationwide. Lead public agencies competitively solicit contracts which Omnia Partners makes available to agencies and nonprofits nationwide.


Please indicate where the work will be performed: Work to be performed remotely in the st.

Date Item is to appear on **Board of Education Agenda:** 09/28/22 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**


Paul Idsvong (Sep 28, 2022 11:08 PDT)
Signed _____ Date _____

Reviewed & approved by **Risk Management, or
Exec. Dir. of Purchasing:**


Ann Loorz (Sep 2, 2022 4:32 PDT)
Signed _____ Date _____

Please return signed contract to:

Teri Prieto

Name

Purchasing Department

Department



BOARD OF EDUCATION

Elizabeth Jonasson Rosas, President
Genoveva Islas, Clerk
Valerie F. Davis
Claudia Cazares
Major Terry Slatie USMC (Retired)
Keshia Thomas
Andy Levine

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Sent via email: Alyssa.steele@hdsupply.com

September 29, 2022

Alyssa Steele
HD Supply Facilites Maintenance, Ltd.
3400 Cumberland Blvd. SE
Atlanta, GA 30339

Regarding: **NOTICE OF AWARD**

Subject: RFP No. 22-07 -Cleaning Supplies, Equipment and Custodial Related Products,
Services and Solutions

Dear Alyssa Steele:

Fresno Unified School District Board of Education approved RFP 22-07 Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions on September 28, 2022. The signed copy of the Master Agreement is in route for signatures and will be sent shortly.

This Bid included a percent discount for orders on an as needed basis. The District's Purchasing Department will issue a Purchase Order(s) to your firm to authorize the procurement of the awarded equipment/materials. No orders may be filled without a purchase order.

If you have any questions, please contact me at (559) 457-3584.

Sincerely,

Ann Loorz
Executive Director, Purchasing

cc: P. Idsvoog
D. Jones
M. Thibodeaux
Risk Management
Bid File



FRESNO UNIFIED SCHOOL DISTRICT

**REQUEST FOR PROPOSAL
RFP No. 22-07**

**CLEANING SUPPLIES, EQUIPMENT AND
CUSTODIAL RELATED PRODUCTS,
SERVICES AND SOLUTIONS**

**Fresno Unified School District
Purchasing Services
4498 N. Brawley
Fresno, California, 93722
559-457-3588**

**FRESNO UNIFIED SCHOOL DISTRICT
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APPENDIX 2 – Proposal Forms

- A. Attachment # 1- Requirements for National Cooperative Contract to be administered by OMNIA Partners
- B. Attachment # 2- Sample Pricing for Evaluation
- C. Attachment # 3- Pricing Schedule- discount from a manufacturer’s price list or catalog

END

FRESNO UNIFIED SCHOOL DISTRICT

RFP No. 22-07

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS NOTICE OF INVITATION

Notice is hereby given that Fresno Unified School District (DISTRICT) will receive sealed proposals for RFP No. 22-07, CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS to provide Custodial supplies and services for DISTRICT schools and facilities. This solicitation will result in a three-year contract term.

A NON-MANDATORY Pre-proposal conference is scheduled for Wednesday, June 8, 2022 at 10:00 AM. The virtual Pre-Proposal conference will be hosted via SKYPE with options to join in online or over the phone. Instructions are posted on Procureware.

Proposals will be received prior to **2:01 P.M.** on **Wednesday, June 29, 2022** on Procureware, the District's online purchasing portal <https://fresnousdpurchasing.procureware.com/home>. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) or e-mailed copies of submittals will not be accepted. Proposals will not be read out loud since award is based on "best value" criteria which could result in multiple vendor awards.

Fresno Unified School District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularity in the bidding process.

Copies of the bid documents may be downloaded from Procureware at: <https://fresnousdpurchasing.procureware.com/home> Refer any questions to Marisa Thibodeaux at (559) 457-3584.

Distributed: May 26, 2022
Published dates: May 26, 2022
June 2, 2022

I. RFP INSTRUCTIONS

RFP Submittal. The proposer's RFP submittal shall include the information/documentation addressing each of the minimum requirements outlined in Section VII, EVALUATION CRITERIA. Proposals will be evaluated on based on Relevant Experience/Performance, Product Options/Variety/Availability and Service Capability, Price, Response to the National Program (including detailed response to Attachment #1, Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector).

A. Interested Vendors/Firms may attend the **NON-MANDATORY** Pre-proposal conference.

Information Request(s). All questions regarding this RFP are to be submitted in Procureware. Questions must be submitted by 5:00 P.M. on June 15, 2022, to allow sufficient time for release of any final addendum prior to the bid closing date and time. The DISTRICT will distribute to all Vendors/Firms the questions and answers by addendum as deemed appropriate.

In order to control information disseminated and protect the integrity of the bid process of this RFP, Vendors interested in submitting responses are directed not to make personal contact with members of the governing Board, DISTRICT Administration, or staff.

B. **Proposals.** Proposal submittals must be received prior to the date and time identified in the Notice of Invitation. Facsimile (FAX) copies or email copies of the RFP will not be accepted. The DISTRICT reserves the right to request information for clarification of the information submitted and request additional information from any firm in determining the most responsive, responsible proposal that best meets the DISTRICT's desired services or products.

The DISTRICT reserves the right to conduct discussions with any or all Vendors, but may, at its sole discretion, elect to conduct interviews with highest ranking firm(s).

C. **Accept or Reject Proposal.** The DISTRICT reserves the right to accept or reject any or all proposals or to negotiate with any or all responsible parties submitting a response to this RFP, and to waive any informality in the RFP process. The cost for developing responses to this RFP are entirely the responsibility of the firm and shall not be chargeable to DISTRICT.

D. **Name and Nature of Proposer's legal Entity.** The proposer(s) shall specify in the proposal and in the bond, if bond is required, the legal name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

E. Tentative Timeline.

<u>RFP Schedule of Events</u>	<u>Dates</u>
RFP release date	5/26/2022
NON-MANDATORY Pre-Proposal conference	6/8/2022 at 10:00 AM
Deadline to receive final questions	6/15/2022
Proposal due date	6/29/2022, before 2:01 pm
Evaluation of Proposals	07/01/2022
Interviews (by invitation only) week of	07/11/2022
Anticipated Board Award Date	August 24, 2022

F. Withdraw of Proposals. Proposals may be withdrawn by the respondents prior to the time fixed for the opening of the proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. A successful Firm shall not be relieved of the proposal submitted without the DISTRICT's consent or Firm's recourse to public Contract Code Sections 5100 et. seq.

G. Exceptions. All exceptions which are taken in response to this RFP must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the Firm of the RFP as proposed by the DISTRICT. The DISTRICT reserves the right to reject an RFP containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal. No oral or telegraphic modification of any proposal submitted will be considered and a confirmation of the telegram duly signed by the Firm was placed in the mail prior to the opening of the RFPs.

H. Report Fraud, Waste, or Abuse. Call the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste, or abuse reporting form online at <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud, waste, or abuse reporting hotline is available to report alleged fraud, waste, or abuse in the DISTRICT. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

I. Prohibited Interests/Conflict of Interest. Vendor/ Firm is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or Vendors at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code

section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

J. Anti-discrimination. Fresno Unified School DISTRICT prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the DISTRICT's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

K. Public Records Act. The RFP may be regarded as public records and subject to public records request in accordance to Government Code 6252 , with the exception of those elements in each proposal which are defined by the Respondent as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The DISTRICT shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary", the DISTRICT will provide the Respondent who submitted the information with reasonable notice to allow the Respondent to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic or otherwise prepared or furnished to the DISTRICT by Respondent shall become the property of the DISTRICT and may be used as it deems appropriate.

L. Restriction on Disclosure and use of Data. Any portion of the RFP that the Firm considers confidential or proprietary information, or to contain trade secrets of Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the DISTRICT with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to release of any information requested under the Public Information Act.

II. GENERAL TERMS AND CONDITIONS

PROPOSALS. To receive consideration, proposals shall be developed in accordance with the following terms:

A. **THE PROPOSAL** – If applicable by inclusion of a proposal form, all items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.

B. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being solicited by proposal. Responsive; a bid which meets all of the specifications set forth in the request for proposal.

C. **ACCEPTANCE OR REJECTION OF PROPOSALS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT, provided also that bidder(s) may specify that the DISTRICT's acceptance of one item shall be contingent upon the DISTRICT's acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

D. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order(s) shall evidence the contractual agreement between the bidder(s) and the DISTRICT and the bidder's acceptance of these Bid Instructions and Conditions.

E. **DEFAULT BY CONTRACTOR** – The DISTRICT shall hold the proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the DISTRICT may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the DISTRICT from the proposer or deducted from any funds due the proposer.

F. **COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE** – The successful proposer(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a **comprehensive general liability and automobile policy** utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident with no annual aggregate limit. Property damage limits shall be \$500,000 per loss. **FRESNO UNIFIED**

SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be named as an additional insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance. Insurance Accord shall state “*All operations resulting from informally or formally quoted projects*”. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

G. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful proposer(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the DISTRICT, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful Firm(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The DISTRICT shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized DISTRICT Representative.

H. **MISCELLANEOUS PROVISIONS:**

A. **Assignment of Contracts** – The successful Firm shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the DISTRICT.

B. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and DISTRICT and their respective successors and assigns.

C. **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. **Entire Agreement** – This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFP.

F. **Non-Exclusive Contract**. Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the DISTRICT. The DISTRICT reserves the right to obtain like goods or services from another source when necessary.

G. **Hold Harmless Clause** – The successful proposer agrees to indemnify, defend and save harmless Fresno Unified School DISTRICT, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the DISTRICT.

H. **Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

I. **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County.

J. **Permits and Licenses** – The successful proposer(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the RFP that he/she is an independent contractor and not an officer, employee or agent of the DISTRICT.

L. **Termination without Cause** – This Agreement may be terminated by the DISTRICT upon giving sixty (60) calendar days advance written notice of an intention to terminate.

M. **Student Safety (Fingerprinting)** – Requirements for Contact with Students: Vendor shall comply with Education Code section 45125.2 and this Article. DISTRICT Processing to Department of Justice: If Vendor is required to receive verification for an employee, agent or subcontractor from the Department of Justice pursuant to this Article or the Education Code, Vendor will have individual(s) processing submitted through the DISTRICT to the Department of Justice using the DISTRICT's fingerprinting hardware and materials. The DISTRICT will charge for such assistance at its standard rates charged to its own employees. Department of Justice clearance processed through any other agency will not be accepted by the DISTRICT.

III. SPECIAL TERMS AND CONDITIONS

1) **TERM OF CONTRACT.** The successful proposer shall be awarded a contract for a period of three years. The total term of this contract will be September 1, 2022 through August 31, 2025. No extensions are allowed.

2) **PRICING CONDITIONS.** For the first calendar year of the Contract, pricing will be fixed at the proposal pricing. Ninety (90) calendar days prior to the expiration of the fixed pricing term, the Firm may submit proposed pricing revisions for the following year, which will be subject to negotiation by Fresno Unified School DISTRICT at the DISTRICT's discretion. The Firm must provide adequate documentation to substantiate any request for price increase. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

3) **MINIMUM WAGE CONDITION.** In the event the Contractor is required by the Federal Government to increase the minimum wage, then the minimum wage and salary rates paid to the Contractor employees shall be subject to negotiation between the Contractor and the DISTRICT.

4) **EXECUTION OF CONTRACT.** A Board approved notification will be issued upon Fresno USD Board award. Purchase Order(s) issued against the RFP shall be proof of the District acceptance to Vendor's/Firm's offer to provide services to the District per the pricing, and subject to the terms and conditions of the RFP. Only services listed in submitted fee schedules may be billed against Purchase orders issued for this RFP.

5) **SERVICE ORDERS.** The Purchasing Department will issue Blanket Purchase orders on an as needed basis for services to prequalified Vendors/Firms as requested. If discrepancy exists between the District issued Purchase Order(s) and the quotation/invoice, the order of precedence that shall govern all service work, responsibility, and compensation shall be: (1) terms, conditions, & pricing of the RFP; (2) Purchase Order(s); then (3) the quotation/invoice. The District will not be responsible for any services that exceed the amount of Purchase Order issued against this RFP without prior approval from the Purchasing Department.

6) **PAYMENT:** The Firm must invoice Fresno Unified School District, Contract Administrator, in order to initiate the payment process. All invoices shall indicate (a) the Bid No. and (b) the purchase order number and should be emailed to Invoices@fresnounified.org.

The DISTRICT will not approve for payment any fee which is not documented on the Firm's monthly statement and there is no support documentation on file with the DISTRICT.

7) **CHANGES TO CONTRACT.** The DISTRICT reserves the right to add or delete service and/or sites during the term of the contract. The submitted prices in this RFP will be used to adjust compensation during the contract period.

8) **ALTERNATE PROVIDER OPTION.** It is the intent of the DISTRICT to fully utilize the selected Firm for services listed herein, however the DISTRICT reserves the right to engage services elsewhere to perform specific services due to negligence in performance at any given site or if Firm is unable to provide requested staff. Written notice will be provided to the Firm in an event, which would require exercising this article.

IV. INTRODUCTION

1. National Program

Fresno Unified School District, as the Principal Procurement Agency, defined in APPENDIX 2, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Fresno Unified School District is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX 2, or as otherwise agreed to. APPENDIX 2 contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (APPENDIX 2).

Fresno Unified School District anticipates spending approximately \$10 million over the full potential Master Agreement term for Cleaning Supplies, Equipment and Custodial Related Services and Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Cleaning Supplies, Equipment and Custodial Related Services and Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$250 Million. This projection is based on the current annual volumes among the Fresno Unified School District, other Participating Public Agencies anticipated to utilize the resulting Master

Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners

2. Desired Services

Fresno Unified School District, CA (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier’s manufactures suggested retail price list. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier’s response to the Pricing section of the Proposal Evaluation Criteria Requirements.

Fresno Unified School District (District) is a K-12 public school system, including an Adult Education program. There are approximately 100 different school sites plus an additional 30 administrative support facilities. It is the third largest school district in California, with a student population of approximately 74,000 average daily attendance, and approximately 10,000 employees, located in Fresno, CA.

3. Scope of Work

This Solicitation is to establish a nationwide master agreement for the acquisition of the following products listed below. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Supplier to submit their **complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions** so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs. Refer to and complete Attachment #2 Sample Pricing Document for Evaluation with the following categories;

Cleaning Supplies

CHEMICALS

Air care and odor control, carpet care chemicals, chemical management systems, disinfectants/pest control, floor care chemicals, general purpose chemicals, glass cleaners, industrial and bench maintenance chemicals, institutional products, polishes, restroom cleaners, specialty chemicals, and other miscellaneous cleaning chemicals.

SKIN CARE

Liquid soap, paste soap, foam soap, hand sanitizer, antibacterial wash, general skin and body cleanser, and dispensers.

PAPER TOWELS/TISSUES/WIPERS/ DISPENSERS

Facial tissue, seat covers, toilet tissue, towels, wipers, and dispensers.

CLEANING TOOLS AND SUPPLIES

Brooms and dust pans, brushes, dispensing equipment, floor and hand pads, material handling, mopping supplies, feminine hygiene, squeegee, gloves, dust masks, shoe covers, disposable aprons, hair covers, safety treads, goggles, signs, barriers and scrapers.

WASTE CONTAINMENT AND SUPPLIES

Can liners, hazardous materials containment bags, waste receptacles, recycling containers, trash pickers and dollies.

MISCELLANEOUS CLEANING SUPPLIES

Air Quality Controls including air filters, HVAC, air purifiers and any additional cleaning supplies offered by Vendor/ Firm.

Cleaning and Maintenance Equipment

A complete selection of outdoor cleaning equipment, walk-behind scrubbers, rider scrubbers, scrubber-sweepers, rider sweepers, walk-behind sweepers and floor machines, burnishers, carpet extractors, vacuums, and any other cleaning and maintenance equipment offered by Supplier.

Complete Product Offering/Balance of Line

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment and custodial related products, services and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be entered on the Price Schedule in the Complete Product Offering/Balance of Line section/in the offeror's response to the Price Proposal section of the Proposal Evaluation Requirements. The District reserves the right to accept or reject any or all balance of line items offered.

The District makes no guarantee of annual spend with this RFP.

The contract term shall be for a 3-year term. Pricing will be fixed for the first 12-months with an option to increase/decrease pricing annually. Written requests for price adjustments must be received in Fresno Unified Purchasing Department prior to 90-calendar days of Board award anniversary date. Requests for price adjustments must be supported by justification. The District reserves the right to accept or reject price adjustments and remove a Firm from prequalified status for any reason that are in the best interest of the District. Price adjustments must be approved by the Executive Director of Purchasing.

In fulfilling its duties under the contract, the vendor and all its personnel will be required to comply with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over vendor and its personnel, including but not limited to the Department of Consumer

Affairs of the State of California. It will be vendors obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at the District's option.

V. RFP SUBMITTAL FORMAT

Proposer's RFP submittal shall include the information/documentation addressing each of the minimum requirements outlined in Section VII, EVALUATION CRITERIA.

All proposals shall include the forms listed on the SUBMITTAL CHECK LIST. Failure to submit the documents/forms may render the proposal non-responsive.

PROPOSAL CONTENTS

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and the unnecessary marketing statements and materials be avoided. The proposal shall consist of the sections outlined and organized in the manner set forth below, separated, and appropriately titled. Responses for each proposal section and requirement listed below must be clearly stated. Any additional relevant information may be placed in appendices.

Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be Fresno Unified's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Company Background/Profile

Provide information on company background to include the following:

1. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.
2. Date business was established under current name.
3. Size of company including the total number of employees
4. Type of ownership or legal structure of business
5. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

6. Are there any civil or criminal actions pending against the firm, or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
7. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

1. Scope of services/contract description.
2. Dollar value of contract.
3. Assigned project personnel.
4. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Product Information/Service Capability

1. Provide available ordering methods – online ordering, order tracking, search options, order history, etc.
2. Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?
3. In addition to new products, indicate if used, trade-ins, leasing/financing, or other offerings are available, and provide pricing structure for each of these items.
4. If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal

Pricing

Suppliers shall fill out and return Attachment # 2 Sample Pricing Form for Evaluation (located in documents on Procurement) which includes the catalog price and % discount on the top items used by the district. Supplier shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. In addition, suppliers shall provide pricing based on a discount from a manufacturer's price list or vendor catalog and title the pdf Exhibit 1 (see below items to be included). Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award. Include an electronic copy

of your price catalog from which discount is calculated. Title the pdf Exhibit 1. Electronic price lists must contain the following: (if applicable)

1. Manufacturer part #
2. Supplier's Part # (if different from manufacturer part #)
3. Description
4. Manufacturer's Suggested List Price and Net Price
5. Net price to Fresno Unified, (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)
6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).
7. If leasing/financing is an option, provide applicable pricing and discounts.

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

National Contract

Include a detailed response to Appendix 2, Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.

The successful Supplier will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

VI. EVALUATION AND AWARD

The method used for evaluating and awarding this RFP will involve a two (2) step process:

Step 1: The committee will evaluate submitted proposals. The proposal that is deemed to be responsive, compliant, and capable of meeting the DISTRICT's needs, and scores the highest points based on the evaluation criteria stated in the proposal, will be approved to move forward to step two.

- i. The DISTRICT reserves the right to conduct interviews of proposers with the highest scores. No firm will be by-passed for a firm with a lower score. If necessary, the interviews will be held between 07/11/2022-07/15/2022
- ii. If interviews are held, the Committee will select by consensus the most responsible, responsive Proposer that best meets the needs of the DISTRICT.

Step 2: If necessary, negotiations will begin with the highest ranked Proposer. If a mutually acceptable agreement cannot be reached, negotiations with that Proposer will be formally closed and negotiations will be opened with the next most responsible, responsive Proposer, and so on until an agreement can be reached.

VII. EVALUATION CRITERIA

Proposals will be evaluated based on information presented in the proposal package and on an analysis of any other available information. Fresno Unified may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to the district's satisfaction the qualifications of any Proposer.

Proposal will be evaluated based on the following criteria:

- a. **Relevant Experience/Performance** including References. Experiences with Fresno Unified that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience. (25 points available)
- b. **Product Information/Service Capability** Options/Variety/Availability and Service Capability (25 points available)
- c. **Pricing** Appendix 3 Pricing Schedule. (25 points available)
- d. **Response to the National Program** (including detailed response to Attachment #1, Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector) (25 points available)

SUBMITTAL CHECK LIST

The listed documents below are required to be provided as part of your submittal

APPENDIX 1- General Forms

- a) Proposal Signature Page
- b) Prime Point of Contact
- c) Non-Collusion Declaration
- d) No Prohibited Interest/Conflicts of Interest Declaration
- e) Notification of Governor's Executive Order N-6-22/ Russian Sanctions
- f) Debarment, Suspension, and Other Responsibility Matters
- g) Request for References
- h) Iran Contracting Act Certification
- i) Certification Regarding Lobbying
 - iii. Disclosure of Lobbying Activities
 - iv. Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

APPENDIX 2 – Proposal Forms

Attachment #1 – Requirements for National Cooperative Contract to be administered by OMNIA Partners

Attachment #2 - Sample Pricing for Evaluation- Excel Spreadsheet located in documents on Procureware

Exhibit #1- Pricing Schedule– discount from a manufacturer's price list or vendor catalog (electronic copy from catalog)

APPENDIX 1

GENERAL FORMS

PROPOSAL SIGNATURE PAGE FORM

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Sheet for RFP No. 22-07, CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS submitted herewith and agree to provide products consistent with the terms of the RFP at the prices identified on the Pricing Sheet.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

To be signed by authorized company agent acknowledging submittal of RFP. Prices should be typed and shown as instructed on the Proposal Pricing form for each type of service. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person signing this form.

Signature/Title

Area Code / Telephone Number

Type or Print Name

Area Code / Fax Number

Name of Company as Licensed

E-Mail Address

Address

City State Zip Code

The receipt of the following addenda to the specifications is acknowledged:

Addendum No.____ Date_____

Addendum No.____ Date_____

Addendum No.____ Date_____

Addendum No.____ Date_____

PRIME POINT OF CONTACT

RFP No. 22-07

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

NONCOLLUSION DECLARATION

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Firm

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Bidder has reviewed and understands the Information to Bidders, Prohibited Interests/Conflicts of Interest clause, and that Bidder has no business relationship with any member of the Board of Education (“BOE”) that gives any BOE member a financial interest in any contract between Bidder and the DISTRICT, other than a financial interest that qualifies as a “remote interest” or a “noninterest,” and that no Prohibited Interests/Conflicts of Interest exist which violate this clause of the Information to Bidders and thereby preclude Bidder from contracting with the Fresno Unified School DISTRICT. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member’s election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a “remote interest” as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates the clause of the Information to Bidders, Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School DISTRICT may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Bidder has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____, 2022 _____
[Company Name]

[Name and Title of Bidder’s Representative]

[Signature]



Notification of Governor's Executive Order N-6-22/ Russian Sanctions

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at [https:// www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf](https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf).

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website ([https:// home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions](https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions)). Failure to comply may result in the termination of contracts or grants, as applicable.

For any agreements valued at \$5 million or more, Contractor shall, within 45 days of receipt of Notice to Proceed, report in writing to District on steps Contractor has taken to comply with California Executive Order N-6-22, signed March 4, 2022, and with Federal Executive Order 14065, signed February 21, 2022, including but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities.

Thank you for your prompt attention to the above matter. Please feel free to contact the District if you have any questions.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or Vendors in primary covered transactions:

5. The participant or Vendor certifies that it and its principals:

- 1.2 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 1.2 Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 1.2 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 1.2 Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6. Where the participant or Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Vendor Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

REQUEST FOR REFERENCES

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your bid being determined non-responsive.

1. _____
Name of Reference
_____ Contact Person

_____ Address _____ Phone

Contract Period: _____

Scope of Work: _____

2. _____
Name of Reference
_____ Contact Person

_____ Address _____ Phone

Contract Period: _____

Scope of Work: _____

3. _____
Name of Reference
_____ Contact Person

_____ Address _____ Phone

Contract Period: _____

Scope of Work: _____

IRAN CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts in accordance with Public Contract Code section 2205.

OPTION 1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

<i>Company Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

OPTION 2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Firm/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Firm Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(Signature)

(Date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Federal Action: a. contract b. grant cooperative agreement loan loan guarantee loan insurance	Status of Federal Action: bid/offer/application b. initial award c. post-award	Report Type: initial filing b. material change For material change only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2 Identify the status of the covered Federal action.
- 3 Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4 Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5 If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6 Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7 Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8 Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9 For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10 (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

APPENDIX 2

PROPOSAL FORMS

ATTACHMENT #1



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Fresno Unified School District (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements,

obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$250 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically

underutilized business, etc.) (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- I. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- J. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- K. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- L. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master

Agreement is Supplier's primary “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- N. Brief history and description of Supplier to include experience providing similar products and services.
- O. Total number and location of salespersons employed by Supplier.
- P. Number and location of support centers (if applicable) and location of corporate office.
- Q. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- R. Describe any green or environmental initiatives or policies.
- S. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

T. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

U. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

V. Describe how supplier differentiates itself from its competitors.

W. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

X. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Y. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- I. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - II. Best government pricing
 - III. No cost to participate
 - IV. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- iii. Key features of Master Agreement
 - iv. Working knowledge of the solicitation process
 - v. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - vi. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- VIII. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- IX. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- X. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- XI. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector)_or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

M. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

N. Supplier:

• 20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such

provision to the minimum extent necessary to make such provision valid, legal and enforceable.

• 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Signature

Name

Name

Sr. Vice President, Public Sector Contracti

Title

Title

Date

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

4. Each party will facilitate the cooperative procurement of Products.
5. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

6. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

7. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

8. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

9. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

10. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

11. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

12. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

13. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

14. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

15. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [PPA Name] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

Version April 12, 2022

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti-Kickback 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 FEMA.

- iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required auditservices.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2_____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

D. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

E. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

F. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

- This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.
4. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
 5. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
 6. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
 7. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
 -
 8. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

O. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

■ Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

• VENDOR/BIDDER: _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SMOYER, LA
CITY OF SMOYER, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT

FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANILA, UT

MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT

SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILCHRIST COUNTY, OR
GRANT COUNTY, OR

HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT

COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS,
DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC
CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT,
OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA

BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE
SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT,
OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL
DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR

CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC.,
OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT,
OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT,
OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE
DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR

CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY,
OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION
DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH
DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR

FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR

HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE BENDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR

MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA
HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKE CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY,
OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR

NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION
DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT
COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT,
OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR

POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR

ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR

SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT,
OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS
DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONEWATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR

TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT,
OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT,
OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR

WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION
DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT,
OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9

CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J

SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES),
UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEO GYM PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT

LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND
TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT

WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW-COMMUNGE, UT
DIXIE STATE COLLEGE, UT

COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH

PRICING SCHEDULE

ATTACHMENT 2- SAMPLE PRICING FORM FOR EVALUATION – EXCEL FORMAT UNDER DOCUMENTS ON PROCUREWARE

EXHIBIT 1- PRICING SCHEDULE-COMPLETE PRODUCT OFFERING/ BALANCE OF LINE

Include an electronic copy of your catalog from which the discount is calculated. Title the pdf Exhibit 1. Electronic price lists must contain the following: (if applicable)

- a. Manufacturer part #
- b. Supplier's Part # (if different from manufacturer part #)
- c. Description
- d. Manufacturer's Suggested List Price and Net Price
- e. Net price to Fresno Unified, (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)
- f. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).
- g. If leasing/financing is an option, provide applicable pricing and discounts.

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS

RFP # 22-07

ATTACHMENT 2
CHEMICALS
SAMPLE PRICING FOR EVALUATION

NOTE: This Sample Pricing is for evaluation purposes only.

			Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.										
Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg. List Price	Each Price	% Discount from Catalog Price	Unit Cost With Discount Applied	Total Cost
SPA7116-12	NABC BATHROOM CLNR/DISINFECT RTU	NABC					QT	92000				\$ -	\$ -
JWP4277285	OXIVIR TB DISINFECTANT RTU 12QT/CS	DIVERSEY					QT	87000				\$ -	\$ -
SPA6075	STERIPHENE II SPRING BREZE DISINFEC						EA	75000				\$ -	\$ -
310650028	BIOESQUE 1 GAL DISINFECTANT SOLUTION	BIOESQUE					EA	59000				\$ -	\$ -
310650027	BIOESQUE QUART DISINFECTANT(W/TRIGGER)	BIOESQUE					EA	38000				\$ -	\$ -
JWP04578	CREW CLINGING TOILET BOWL CLNR QT	DIVERSEY					QT	33600				\$ -	\$ -
REN05014-AM	RENOWN FOAM DISINFECTANT CLEANER AEROSOL	RENOWN					EA	30000				\$ -	\$ -
SPA3195-12	SANI-TYZE FOOD CONTACT RTU QT	SPARTAN					QT	29000				\$ -	\$ -
CLO00031	CLOROX 24OZ TOILET BOWL CLEANER 12/CS	CLOROX					EA	28000				\$ -	\$ -
308569754	MICROBAN 24 HR 15OZ AERO SPRAY	MICROBAN					EA	25000				\$ -	\$ -
SPA1021-12	TB-CIDE QUAT DISINFEC/DEOD RTU QT	SPARTAN					QT	24000				\$ -	\$ -
REN02825-MS	RENOWN MINT 9 ACID BOWL CLEANER 12QT/CS	RENOWN					QT	23000				\$ -	\$ -
REN05002-AM	RENOWN HEAVY DUTY GLASS CLEANER AEROSOL	RENOWN					EA	23000				\$ -	\$ -
CLO38504	CLOROX DISINFECT SPRAY FRESH	CLOROX					EA	22000				\$ -	\$ -
CLO35417	CLEAN-UP CLNR W/BLEACH 32OZ	CLOROX					QT	22000				\$ -	\$ -
JWP04743	VIREX TB RTU DISINFECTANT CLEANER QT CLE	DIVERSEY					QT	21300				\$ -	\$ -
310650025	BIOESQUE 5 GALLON DISINFECTANT	BIOESQUE					EA	18200				\$ -	\$ -
PGC45112	DAWN ORIG POT/PAN DETERGENT 38 OZ	DAWN					EA	17300				\$ -	\$ -
PGC32987	COMET DEOD CLNSR 21OZ	COMET					EA	16400				\$ -	\$ -
CLO31650	CLOROX TOTAL 360 DISINFEC GL	CLOROX					GA	16000				\$ -	\$ -
SCW104826	GREEN SCAPES ICE MELT 50# BG	SCOTWOOD					EA	14000				\$ -	\$ -
SPA4820	CLEAN ON THE GO CLEAN BY PEROXY	SPARTAN					EA	13000				\$ -	\$ -
PGC73163	COMET DEOD CLNSR 32OZ.	COMET					EA	10000				\$ -	\$ -
700304	CLOTHESLINE FRESH LAUNDRY DETERGENT	SPARTAN					EA	250				\$ -	\$ -
311792136	DIVERSEY VIREX 11 2.5 LITER	DIVERSEY					EA	2000				\$ -	\$ -
WT762055008	BONA SUPERCOURT HD	BONA					EA	500				\$ -	\$ -
TOTAL PRICE												\$	-

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS

RFP # 22-07

ATTACHMENT 2

SKIN CARE

SAMPLE PRICING FOR EVALUATION

NOTE: This Sample Pricing is for evaluation purposes only.

			Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.										
Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg. List Price	Each price	% Discount from Catalog Price	Unit Cost With Discount Applied	Total Cost
GOJ3659-12	PURELL INSTANT HAND SANITIZER PUMP	PURELL					EA	31000				\$ -	\$ -
GOJ2156-08	PURELL HAND SANITIZER NXT CLEAR 1000 ML	PURELL					EA	28000				\$ -	\$ -
GOJ8811-03	ADX-12 HANDWASH CLR/MILD 1250ML	GOJO					EA	24000				\$ -	\$ -
GOJ1905-02	PURELL HAND SANTZR FOAM LTX 1200ML	PURELL					EA	19500				\$ -	\$ -
GOJ9625-04	PURELL HAND SANITIZER PUMP BOTTLE 2 LT	PURELL					EA	17000				\$ -	\$ -
GOJ9128-12	PINK & KLEAN SKIN CLEANSER 800ML	GOJO					EA	17000				\$ -	\$ -
DIA84014	7.5OZ LIQUID DIAL GOLD SOAP	DIAL					EA	13000				\$ -	\$ -
9342-06	PURELL PROFESSIONAL SURFACE DISINFECTING WIPES 110 CANISTER	PURELL					EA	10000				\$ -	\$ -
313830854	SAFETY FIRST HAND SANITIZER 1 GALLON	SAFETY WERCS					EA	7000				\$ -	\$ -
5212-02	PURELL HEALTHY SOAP 2000 ML	PURELL					EA	9500				\$ -	\$ -
TOTAL PRICE												\$ -	

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS

RFP # 22-07

ATTACHMENT 2
PAPER TOWELS, TISSUES, WIPERS
SAMPLE PRICING FOR EVALUATION

NOTE: This Sample Pricing is for evaluation purposes only.

			Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.										
Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg. List Price	Each price	% Discount from Catalog Price	Unit Cost With Discount Applied	Total Cost
REN06109-SP	TT JRT 3.4"x1000' 2PLY WHITE (12 CASE)	RENOWN					CA	49000				\$ -	\$ -
REN06125-WB	RENOWN SINGLE ROLL BATH TISSUE 2PLY (865 SHEETS PER ROLL 36 ROLLS PER CASE)	RENOWN					CA	42000				\$ -	\$ -
REN06004-WB	RENOWN GS HARD ROLL TOWEL NATURAL 8 (800 FEET PER ROLL, 6 ROLLS PER CASE)	RENOWN					CA	35000				\$ -	\$ -
REN06131-WB	RENOWN TWL CONTROL HARD ROLL WHT (800 FEET PER ROLL, 6 ROLLS PER CASE)	RENOWN					CA	30000				\$ -	\$ -
REN06003-WB	RENOWN GS MULTI-FOLD TOWEL NATURAL 9-1/8 (250 SHTS PACK, 16 PACKS PER CASE)	RENOWN					CA	22000				\$ -	\$ -
GPT89460	ENMOTION WHITE ROLL TOWEL 10X800 6RL/CS	ENMOTION					CA	19000				\$ -	\$ -
REN06001-WB	RENOWN KITCHEN ROLL TOWELS WHITE 2 PLY (84 SHEETS PER ROLL, 30 ROLLS PER CASE)	RENOWN					CA	14000				\$ -	\$ -
APP12507-WB	APPEAL FLAT BOX 2 PLY FACIAL TISSUE 100 COUNT	APPEAL					CA	12000				\$ -	\$ -
310413436	RENOWN WHITE MULTIFOLD TOWELS (250 PER PACK 16 PACKS CS)	RENOWN					CA	12000				\$ -	\$ -
309330283	1/2 FOLD TOILET SEAT COVERS (250 PER PACK, 20 PACKS PER CASE)	RENOWN					CA	6000				\$ -	\$ -
KCC05701	WYPALL DISPOSABLE CLEANING DRYING TOWELS (18 PACKS/ CASE 56 SHEETS PACK)	KIMBERLY CLARK					CA	700				\$ -	\$ -
KCC48749	KIMBERLEY CLARK HUGGIES SIMPLY CLEAN FRAG FREE BABY WIPES (9 PACK 576 SHEETS)	HUGGIES					CA	800				\$ -	\$ -
												\$ -	

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS

RFP # 22-07

ATTACHMENT 2

CLEANING AND MAINTENANCE EQUIPMENT AND ACCESSORIES

SAMPLE PRICING FOR EVALUATION

NOTE: This Sample Pricing is for evaluation purposes only.

			Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.										
Product Number	Product Description	Mfg. Name	Product Number	Product Description	Mfg. Name	Mfg. Number	UOM	Quantity	Catalog Price or Mfg. List Price	Each Price	% Discount from Catalog Price	Unit Cost With Discount Applied	Total Cost
314154445	RYOBI ELECTROSTATIC SPRAYER 1 GAL	RYOBI					EA	3500				\$ -	\$ -
PTE107252	PROFORCE 1500XP HEPA VAC UPRIGHT	PROTEAM					EA	600				\$ -	\$ -
REN08012-VP	RENOWN WET/DRY VACUUM 18GAL TANK	RENOWN					EA	400				\$ -	\$ -
REN08002-VP	LOW SPEED FLOOR MACHINE 20IN 1.5 HP	RENOWN					EA	350				\$ -	\$ -
WINSRS12	SENSOR 12IN VACUUM CLEANER	KARCHER					EA	300				\$ -	\$ -
PTE107310	SUPER COACH PRO 6 VAC W/107100	PROTEAM					EA	300				\$ -	\$ -
REN08008-VP	RENOWN 3-SPEED MOVER	RENOWN					EA	250				\$ -	\$ -
ES400	ADVANCE CARPET EXTRACTOR WITH 18" PATH	ADVANCE					EA	21000				\$ -	\$ -
KV1250	KAIVAC 1250 NO TOUCH CLEANING SYSTEM	KAIVAC					EA	200				\$ -	\$ -
MMM29592	20IN SURFACE STRIP PREP PAD	3M					EA	15000				\$ -	\$ -
REN02048	RENOWN RED BUFFING PAD 20IN 5/CS	RENOWN					EA	14000				\$ -	\$ -
REN02068	RENOWN WHITE POLISHING PAD 20IN	RENOWN					EA	11000				\$ -	\$ -
MMM08382	3M 7200 BLACK STRIPPER PAD 20IN 5/CS	3M					EA	9200				\$ -	\$ -
MMM08278	3M 7300 HI PRO STRIPPING PAD 20IN 5/CS	3M					EA	9000				\$ -	\$ -
REN02023	RENOWN SCRUBBING PAD 20IN GREEN	RENOWN					EA	6500				\$ -	\$ -
MMM02590	SPP14X20 SURFACE PREP PAD 10EA/CS	3M					EA	6100				\$ -	\$ -
REN02009	RENOWN HI PRO STRIP PAD 20IN	RENOWN					EA	5700				\$ -	\$ -
PTE107314	INTERCEPT MICRO FILTERS FOR PRO 6	PROTEAM					PK	4200				\$ -	\$ -
REN08050	RENOWN VAC BAG/WINDSOR SENSOR	RENOWN					PK	4100				\$ -	\$ -
REN02100	REN HOG HAIR FLR PAD TAN 20"	RENOWN					EA	4000				\$ -	\$ -
TT1120	TWINTEC 20" ELECTRIC AUTO SCRUBBER	TWINTEC					EA	3700				\$ -	\$ -
PTE100331	INTERCEPT MICRO FILTER-SUPERCOACH	PROTEAM					PK	3400				\$ -	\$ -
MMM08484	3M 4100 WHITE SUPER POLISH PAD 20IN	3M					EA	3300				\$ -	\$ -
REN02015	RENOWN BLACK STRIPPING PAD 17IN 5/CS	RENOWN					EA	3002				\$ -	\$ -
												\$ -	



BOARD OF EDUCATION

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SUPERINTENDENT

Robert G. Nelson, Ed.D.

June 17, 2022

ADDENDUM NO. 1

RFP NO. 22-07

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICE AND SOLUTIONS

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specifications for Fresno Unified School District with a scheduled bid opening on June 29, 2022 prior to 2:01 P.M. All changes and/or clarifications will appear in **bold** type and deletions will be struck out in revised sentences.

Incorporate the following into your bid response.

1. REFERENCE: QUESTIONS, RESPONSE, AND CLARIFICATIONS

Q1. Will DocuSign be acceptable for signatures?

A1: Yes, electronic signature will be accepted.

Q2. Pricing list - Does it have to include vendor's list/catalog price as they change frequently and discount off catalog? Will a sell price be acceptable?

A2: Yes, vendor must include the list price and the percent discount.

Reference Proposal Contents Pricing, page 14

In addition, suppliers shall provide pricing based on a discount from a manufacturer's price list or vendor catalog and title the pdf Exhibit 1 (see below items to be included). Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

Reference Section 3. Scope of Work, page 11

The contract term shall be for a 3-year term. Pricing will be fixed for the first 12-months with an option to increase/decrease pricing annually. Written requests for price adjustments must be received in Fresno Unified Purchasing Department prior to 90-calendar days of Board award anniversary date.

Q3. Appendix - 2 Attachment 1. If we are an Omnia Partner do we need to complete this section?

A3: Yes. Pursuant to page 2 of the RFP, Section I. RFP INSTRUCTIONS, and page 15, Section V., National Contract, each proposer will include their detailed response to Appendix 2, Attachment 1, OMNIA Partners Response for National Cooperative Contract.

Q4. Under Exhibit G, it lists out required forms that should be submitted with the offeror's response to the RFP. DOC #2 Non-Collusion Affidavit has the domicile identified in the State of New Jersey. Our signatory and notary do not reside in the State of New Jersey. Will you accept a notary and signature on the non-collusion affidavit from another state?

A4: Exhibit G, Doc #2 Non-Collusion Affidavit may be revised for the State and County of residence for the signatory.

Q5. Given the RFP is due on 7/1, but the expected contract start date is 9/1, is the requirement for pricing to be fixed for the first 12 months starting on 7/1?

A5: The RFP due date is 06/29/2022. The pricing would go into effect once the contract is Board approved. Pricing would be held one year from that date.

Instructions:

- Entire addendum may be downloaded from in the DISTRICT's online bidding portal Procureware. <https://fresnousdpurchasing.procureware.com/home>
- Acknowledge receipt and understanding of this addendum under the required acknowledgements section of the response form on the Procureware portal.



Marisa Thibodeaux
Buyer III



**Supplier Response
to
RFP #22-07: Cleaning Supplies,
Equipment and Custodial Related Products,
Services and Solutions**

Prepared for:

Fresno Unified School District

Submitted:

June 2022

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FACILITIES MAINTENANCE

3400 Cumberland Blvd.

Atlanta, GA 30339

www.hdsupplysolutions.com

June 29, 2022

Marisa Thibodeaux

Buyer

Fresno Unified School District

Purchasing Services

4498 N. Brawley

Fresno, California 93722

Dear Ms. Thibodeaux,

As a long-term supplier of the Fresno Unified School District (the District), HD Pro Institutional, powered by HD Supply, is pleased to respond to the District's RFP 22-07 Request for Proposal for **CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS**. We welcome the opportunity to continue to partner with your organization in meeting your Cleaning Supply and Custodial needs. Our know-how in successfully serving your organization and our commitment to providing industry-leading products and services fuels our singular focus of making a positive difference for our clients, in order to enhance the health, safety and perception of your facilities.

Furthermore, the HD Pro Institutional, powered by HD Supply, long-running partnership with OMNIA Partners gives us the experience to directly support the District's intent to allow other national OMNIA participating agencies to benefit from the resulting contract from this solicitation.

For clarification, throughout this proposal you will see HD Pro Institutional referred to as HD Pro Institutional, powered by HD Supply. The reason for this is in December 2020 The Home Depot, Inc. acquired HD Supply. This acquisition brought together the two industrial leaders, HD Pro (formerly Interline Brands) and HD Supply, thus establishing a standalone brand for our wholesale business and reaffirming our commitment to serving the unique needs of our customers. HD Supply is in the process of fully integrating the HD Pro business, but there are some capabilities and services that are unique to HD Pro Institutional that we want to ensure are specifically called out.

HD Pro Institutional, powered by HD Supply, believes we have unique capabilities that set us apart from the competition. These include:

Next-Day Delivery on Most Products to Most Areas

No minimum order is required to reduce your inventory costs. We have a best-in-class distribution network enabling fast, on-time delivery, supported by our fleet of over 1,200 delivery trucks that will soon increase in size with an additional 600+ currently on order. We manage every step of the supply chain from procurement of product through the pick, pack, and ship process from 76 North American distribution centers dedicated to cleaning supplies, equipment and custodial-related products. Employees in our distribution centers go through extensive training, quality, and safety checks to ensure orders are processed quickly, accurately, and safely and delivered on-time to our customers.

Dedicated Support Team

Our dedicated National Account team will continue to oversee implementation, communication, and account management nationally with the primary role to manage daily needs and serve as main points of contact for the contract nationwide. The National Accounts team will meet formally with Fresno Unified School District / OMNIA Partners for a Quarterly Business Review to support the success of the program and to review continuous improvement opportunities. The Account Management team is supported by a team of Field Account Representatives across the country who provide personalized service to the individual participating agencies.

E-Procurement Solutions

We offer state-of-the-art e-commerce capabilities to our end-users. We understand that e-commerce tools are not one size fits all, so we have created a technology program that allows us to partner and grow with our customers as we develop and implement technology programs to fit their needs. We can quickly provide a solution because we have designed our web platform to be scalable and flexible to manage the procurement process of our customers' unique requirements.

Environmental Sustainability Initiatives

Recognizing the critical need to protect the environment, HD Pro Institutional, powered by HD Supply, has incorporated sustainable practices. Our goal is to offer our customers the opportunity to reduce their impact on the environment. With thousands of green products available (including Energy Star, WaterSense and Green Seal), HD Pro Institutional, powered by HD Supply, can meet all your product needs. HD Pro Institutional, powered by HD Supply, can provide monthly reporting in support of any internal District/Agency green initiatives.

Exclusive Warranties

HD Pro Institutional, powered by HD Supply, provides all transferrable manufacturers' standard warranties. We have also negotiated exclusive warranties in key categories for our customers.

Renovations/Installations

HD Pro Institutional, powered by HD Supply, offers a wide variety of renovations and installation services in specific markets. Through this contract, HD Pro Institutional, powered by HD Supply, would offer dispenser installation and restroom upgrades.

Per the requirements set forth in the Fresno Unified School District RFP, this proposal shall remain valid for 90 calendar days from bid opening. Additionally, under the context of this RFP, HD Pro Institutional, powered by HD Supply, understands that all exceptions must be stated clearly. We request the attached exceptions for HD Pro Institutional, powered by HD Supply, be discussed if we are awarded the contract.

Please contact me directly with any need for clarification or questions.

Sincerely,



Alyssa Steele

Chief Customer Officer

Phone: 770.261.5686

Email: alyssa.steele@hdsupply.com



FACILITIES MAINTENANCE

3400 Cumberland Blvd. SE

Atlanta, GA 30339

www.hdsupplysolutions.com

June 24, 2022

Fresno Unified School District

Request for Proposal, **RFP No. 22-07**

CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

Under the context of a Request for Proposal from Fresno Unified School District (**RFP No. 22-07**) for CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS, HD Supply Facilities Maintenance, Ltd. (“HDSFM”) understands it cannot modify the RFP documents and provided agreement. We request the following exceptions for HD Supply Facilities Maintenance, Ltd. to be discussed if it is awarded the contract. In order to avoid any confusion in our request, this document is formatted to show that (for the section referenced in the left column) anything in [brackets] under “Fresno USD request” has been removed by HD Supply, and anything that is underlined under “HDSFM exception” has been added by HD Supply to the referred section in the left column. Simply, the language under “Fresno USD request” in all sections referred to in the left column is what Fresno Unified School District provided in the RFP, and the language under “HDSFM exception” in all sections referred to in the left column is the change that HD Supply would like to make to that section.

Document	Exception Request
<p>II. GENERAL TERMS AND CONDITIONS, SECTION E: DEFAULT BY CONTRACTOR</p>	<p>Fresno USD request: The DISTRICT shall hold the proposer(s) responsible for [any] damage] which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the DISTRICT may, [upon] written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. [Any extra cost incurred by such default may be collected by the DISCTRICK from the proposer or deducted from any funds due the proposer.]</p> <p>HDSFM exception: The DISTRICT shall hold the proposer(s) responsible for <u>actual and direct general damages</u> damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the materials, supplies or</p>

	<p>services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the DISTRICT may, <u>after providing written notice and reasonable opportunity thirty (30) days from such notice</u> to cure to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. [Omit last sentence]</p>
<p>II. GENERAL TERMS AND CONDITIONS, SECTION F: COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE</p>	<p>Fresno USD request: The successful proposer(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may [arise from] bidder's operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident [with no annual aggregate limit]. Property damage limits shall be \$500,000 per loss. FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be [named] as an additional insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance. Insurance Accord shall state <i>"All operations resulting from informally or formally quoted projects"</i>. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).</p> <p>HDSFM exception: The successful proposer(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may <u>be caused by</u> bidder's operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident, <u>as well as an umbrella or excess liability policy with a limit of Five Million Dollars (\$57,000,000.00).</u> Property damage limits shall be \$500,000 per loss. FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be <u>included</u> as an additional insured on the policies by separate, <u>scheduled or blanket</u>, endorsement that shall be attached to the contract as proof of insurance. Insurance Accord shall state <i>"All operations resulting from informally or formally quoted</i></p>

	<p><i>projects</i>". Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).</p>
<p>II. GENERAL TERMS AND CONDITIONS, SECTION G: INVOICES AND PAYMENTS</p>	<p>Fresno USD request: Unless otherwise specified, the successful proposer(s) shall render invoices [in duplicate] for materials delivered or services performed under the contract, to the Accounting Department of the DISTRICT, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful Firm(s) shall list [separately any] taxes [PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon]. The DISTRICT shall make payment for materials, supplies, or services furnished under the contract within [a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized DISTRICT Representative]</p> <p>HDSFM exception: Unless otherwise specified, the successful proposer(s) shall render invoices for materials delivered or services performed under the contract, to the Accounting Department of the DISTRICT, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful Firm(s) shall list taxes. The DISTRICT shall make payment <u>for undisputed amounts</u> for materials, supplies, or services furnished under the contract within <u>thirty (30) days from the date of</u> the invoices. [Omit "by the authorized DISTRICT Representative"]</p>
<p>II. GENERAL TERMS AND CONDITIONS, SECTION H(A): MISCELLANEOUS PROVISIONS – ASSIGNMENT OF CONTRACTS</p>	<p>Fresno USD request: The successful Firm shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the DISTRICT.</p> <p>HDSFM exception: The successful Firm shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations other than to an affiliate or successor of Firm without the prior written consent of the DISTRICT, <u>which consent shall not be unreasonably withheld.</u></p>
<p>II. GENERAL TERMS AND CONDITIONS, SECTION H(E): MISCELLANEOUS PROVISIONS – ENTIRE AGREEMENT (signature?)</p>	<p>Fresno USD request: This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by [its terms and conditions <u>as</u> stated in] the RFP.</p> <p>HDSFM exception: This proposal and all attachments thereto constitutes the entire agreement between the parties. There are</p>

	<p>no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by <u>Proposer’s submittal to the RFP.</u></p>
<p>II. GENERAL TERMS AND CONDITIONS, SECTION H(G): MISCELLANEOUS PROVISIONS – HOLD HARMLESS CLAUSE</p>	<p>Fresno USD request: The successful proposer agrees to indemnify, defend and save harmless Fresno Unified School DISTRICT, its governing board, related divisions and entities, officers, [agents] and employees from and against [any and all] claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, it’s officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property [as a result of, arising out of, or in any manner connected with] the bidder or bidder’s agents, employees or subcontractor’s performance under the terms of this contract, [expecting only] liability arising out of the negligence of the DISTRICT.</p> <p>HDSFM exception: The successful proposer agrees to indemnify, defend and save harmless Fresno Unified School DISTRICT, its governing board, related divisions and entities, officers, and employees from and against actual and direct claims, demands, losses, defense costs, or liability which the DISTRICT, it’s officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property <u>to the extent caused by the negligent acts or willful misconduct by</u> the bidder or bidder’s agents, employees or subcontractor’s performance under the terms of this contract, <u>excepting</u> liability arising out of the negligence of the DISTRICT.</p>
<p>II. GENERAL TERMS AND CONDITIONS, SECTION H(H): MISCELLANEOUS PROVISIONS – LAW</p>	<p>Fresno USD request: In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.</p> <p>HDSFM exception: In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, <u>Proposer shall use commercially reasonable efforts to ensure that</u> all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.</p>
<p>II. GENERAL TERMS AND CONDITIONS, SECTION H(L): MISCELLANEOUS PROVISIONS – TERMINATION WITHOUT CAUSE</p>	<p>Fresno USD request: This Agreement may be terminated by the DISTRICT upon giving sixty (60) calendar days advance written notice of an intention to terminate.</p> <p>HDSFM exception: This Agreement may be terminated by <u>the DISTRICT</u>either party upon giving sixty (60) calendar days</p>

	<p>advance written notice of an intention to terminate, <u>and by the bidder upon giving ninety (90) calendar days' advance written notice of an intention to terminate to the other party.</u></p>
<p>II. GENERAL TERMS AND CONDITIONS, SECTION H(M): MISCELLANEOUS PROVISIONS – STUDENT SAFETY (FINGERPRINTING)</p>	<p>Fresno USD request: Requirements for Contact with Students: Vendor shall comply with Education Code section 45125.2 and this Article. [DISTRICT Processing to Department of Justice: If Vendor is required to receive verification for an employee, agent or subcontractor from the Department of Justice pursuant to this Article or the Education Code, Vendor will have individual(s) processing submitted through the DISTRICT to the Department of Justice using the DISTRICT’S fingerprinting hardware and materials. The DISTRICT will charge for such assistance at its standard rates charged to its own employees. Department of Justice clearance process through any other agency will not be accepted by the DISTRICT]</p> <p>HDSFM exception: Requirements for Contact with Students: Vendor shall comply with Education Code section 45125.2 and this Article. [Omit rest of section]</p>
<p>II. GENERAL TERMS AND CONDITIONS, SECTION H(N): MISCELLANEOUS PROVISIONS – LIMITATION OF LIABILITY</p>	<p>Fresno USD request: (Added to RFP by HD Supply)</p> <p>HDSFM request: <u>To the extent permitted by law, Vendor shall not be liable to the District for any incidental, indirect, punitive, consequential damages such as loss of profits or delay damages, or for any claim that is properly brought only against a third party manufacturer, or any amount exceeding two million dollars (\$2,000,000). All claims must be brought within one year of the accrual of the cause of action.</u></p> <p>TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL VENDOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY VENDOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO VENDOR FOR GOODS FURNISHED TO DISTRICT THAT ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF ACCRUAL OF A CAUSE OF ACTION.</p>

II. GENERAL TERMS AND CONDITIONS, SECTION H(O): MISCELLANEOUS PROVISIONS – WARRANTY

Fresno USD request: (Added to RFP by HD Supply)

HDSFM request: Seller is a reseller of Goods and, except for Goods Seller procures from its own or affiliate manufacturing/production sources (i.e., “Private Label” items), Seller does not provide any warranty for the Goods procured from third party manufacturing/production sources (“Third Party Sources”). For items provided hereunder from Third Party Sources, Seller shall pass through to Buyer any transferable manufacturer’s standard warranties. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, AS TO GOODS PROVIDED FROM THIRD PARTY SOURCES, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. BUYER AND PERSONS CLAIMING THROUGH BUYER (COLLECTIVELY “CLAIMANT”) SHALL SEEK RECOURSE ONLY FROM THE RELEVANT THIRD PARTY SOURCE IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, UNLESS RECOURSE AGAINST SELLER IS APPROPRIATE UNDER THE CIRCUMSTANCES (E.G., DUE TO HANDLING OR TRANSPORTATION OF SUCH GOODS). NOTWITHSTANDING THE FOREGOING, THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS PROCURED FROM THIRD PARTY SOURCES. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES REGARDING GOODS FROM THIRD PARTY SOURCES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MISUSE, ALTERATION OR MODIFICATION OF GOODS. SELLER DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.~~Seller is a reseller of Goods only, and as such does not provide any warranty for the Goods it supplies hereunder. Notwithstanding this As Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to Goods purchased hereunder. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. BUYER AND PERSONS CLAIMING THROUGH BUYER (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR~~

	<p>DEFECTIVE GOODS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF GOODS, USE, MISUSE, ALTERATION OR MODIFICATION OF GOODS, OR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER. SELLER DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.</p>
<p>III. SPECIAL TERMS AND CONDITIONS, SECTION 2: PRICING CONDITIONS</p>	<p>Fresno USD request: For the [first calendar year] of the Contract, pricing will be fixed at the proposal pricing. [Ninety (90) calendar days prior to the expiration of the fixed pricing term, the Firm may submit proposed pricing revisions for the following year, which will be subject to negotiation by Fresno Unified School DISTRICT at the DISTRICT's discretion. The Firm must provide adequate documentation to substantiate any request for price increase]. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. [Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract].</p> <p>HDSFM exception: Net pricing will remain fixed from September 1, 2022 until August 31, 2023. (HD Supply has found the following information to be CONFIDENTIAL:</p> <div data-bbox="685 1465 1442 1640" style="background-color: black; width: 100%; height: 80px; margin: 5px 0;"></div> <p>(End of CONFIDENTIAL information): In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. [Omit rest of section].</p>
<p>III. SPECIAL TERMS AND CONDITIONS, SECTION 3: MINIMUM WAGE CONDITION</p>	<p>Fresno USD request: [In the event the] Contractor [is required by] the Federal Government [to increase the] minimum wage, [then the minimum wage and salary rates paid to the Contractor</p>

	<p>employees shall be subject to negotiation between the Contractor and the DISTRICT].</p> <p>HDSFM exception: Contractor <u>shall use commercially reasonable efforts to comply with the Federal Government’s minimum wage requirement.</u></p>
<p>III. SPECIAL TERMS AND CONDITIONS, SECTION 4: EXECUTION OF CONTRACT</p>	<p>Fresno USD request: A Board approved notification will be issued upon Fresno USD Board award. Purchase Order(s) issued against the RFP shall be proof of the District acceptance to Vendor’s/Firm’s offer to provide services to the District per the pricing, and subject to the [terms and conditions of] the RFP. Only services listed in submitted fee schedules may be billed against Purchase orders issued for this RFP.</p> <p>HDSFM exception: A Board approved notification will be issued upon Fresno USD Board award. Purchase Order(s) issued against the RFP shall be proof of the District acceptance to Vendor’s/Firm’s offer to provide services to the District per the pricing, and subject to the <u>RFP and Vendor’s/Firm’s offer to provide services in response to the RFP. In the event of a conflict between the RFP and Vendor’s/Firm’s offer to provide services in response to the RFP, the final agreed to RFP response shall prevail.</u> Only services listed in submitted fee schedules may be billed against Purchase orders issued for this RFP.</p>
<p>IV. INTRODUCTION, SECTION 2: DESIRED SERVICES (first sentence)</p>	<p>Fresno USD request: Fresno Unified School District, CA (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations [herein “Participating Public Agencies”] is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions</p> <p>HDSFM exception: Fresno Unified School District, CA (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions</p>
<p>IV. INTRODUCTION, SECTION 3: SCOPE OF WORK (Complete Product Offering/Balance of Line)</p>	<p>Fresno USD request: The contract term shall be for a 3-year term. Pricing [will] be [fixed for the first 12 months with an option to increase/decrease pricing annually]. [Written requests for price adjustment must be received in Fresno Unified Purchasing Department prior to 90 calendar days of Board award anniversary date. Requests for price adjustments must be supported by justification]. The District reserves the right to accept or reject price adjustments and remove a Firm from prequalified status for any reason that are in the best interest of the District. [Price</p>


	<p>adjustments must be approved by the Executive Director of Purchasing]. In fulfilling its duties under the contract, the vendor and all its personnel will be required to [comply] with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over vendor and its personnel, including but not limited to the Department of Consumer Affairs of the State of California. It will be vendors obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to [comply] will be considered a material breach of the contract and grounds for its termination at the District's option.</p> <p>HDSFM exception: The contract term shall be for a 3-year term. Please see Exhibit 1 (attached). HD Pro Institutional, powered by HD Supply, offers net pricing, which will remain fixed from September 1, 2022, until August 31, 2023. (HD Supply has found the following information to be CONFIDENTIAL):</p> <div data-bbox="686 772 1445 1182" style="background-color: black; width: 100%; height: 100%;"></div> <p>(End of CONFIDENTIAL information):</p> <p><u>Additionally, the product category discount sheet will be made available to all Participating Agencies upon request.</u> District reserves the right to accept or reject price adjustments and remove a Firm from prequalified status for any reason that are in the best interest of the District. In fulfilling its duties under the contract, the vendor and all its personnel will be required to <u>use commercially reasonable efforts to ensure compliance</u> with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over vendor and its personnel, including but not limited to the Department of Consumer Affairs of the State of California. It will be vendor's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to <u>ensure compliance</u> will be considered a material breach of the contract and grounds for its termination at the District's option.</p>
<p>V. RFP SUBMITTAL FORMAT: PRICING</p>	<p>Fresno USD request: [Suppliers shall fill out and return Attachment # 2 Sample Pricing Form for Evaluation (located in documents on Procurement) which includes the catalog price and % discount on the top items used by the district. Supplier</p>

	<p>shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. In addition, suppliers shall provide pricing based on a discount from a manufacturer's price list or vendor catalog and title the pdf Exhibit 1 (see below items to be included). Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum. The Contractor must hold the, proposed price list firm for the first 12 months after the contract award]. Include an electronic copy of your price catalog from which discount is calculated.]</p> <p>HDSFM exception: (HD Supply has found the following information to be CONFIDENTIAL):</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>(End of CONFIDENTIAL information):</p> <p><u>Additionally, the product category discount sheet will be made available to all Participating Agencies upon request.</u></p>
<p>V. RFP SUBMITTAL FORMAT: PRICING (After Exhibit Listing)</p>	<p>Fresno USD request: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. [Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements</p>

	<p>applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit].</p> <p>HDSFM exception: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. [Omit rest of section].</p>
<p>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 1.2 (Last Paragraph):</p>	<p>Fresno USD request: Suppliers are required to pay an Administrative Fee of [(3%)] of the [greater of the] Contract Sales under the Master Agreement [and Guaranteed Contract Sales under this Request for Proposal]. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).</p> <p>HDSFM exception: Suppliers are required to pay an Administrative Fee of <u>two (2%)</u> of the Contract Sales under the Master Agreement. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).</p>
<p>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 1.5(B): OBJECTIVES OF COOPERATIVE PROGRAM</p>	<p>Fresno USD request: [Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide].</p> <p>HDSFM exception: <u>Publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees</u></p>
<p><u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 2.1: CORPORATE COMMITMENT</u> <u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 2.0: REPRESENTATIONS AND COVENANTS</u></p>	<p><u>Fresno USD request:</u> <u>Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is [Supplier’s primary] “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to [all] Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.</u></p>

	<p><u>HDSFM exception: Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is a “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.</u></p> <p>Fresno USD request: As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.</p> <p>HDSFM exception: As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners as set forth in the OMNIA Partners Administration Agreement (Exhibit “B”) designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.</p>
<p><u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 2.2: PRICING COMMITMENT</u></p>	<p><u>Fresno USD request: Supplier commits the not-to-exceed pricing provided under the Master Agreement [pricing] is its [lowest] available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.</u></p> <p><u>HDSFM exception: Supplier commits the not-to-exceed pricing provided under the Master Agreement is its best overall value available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative</u></p>

	<p><u>contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.</u></p>
<p><u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 2.3: SALES COMMITMENT</u></p>	<p><u>Fresno USD request:</u> <u>Supplier commits to aggressively market the Master Agreement as [its] go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.</u></p> <p><u>HDSFM exception:</u> <u>Supplier commits to aggressively market the Master Agreement as a go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.</u></p>
<p><u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 3.3(A): MARKETING AND SALES</u></p>	<p><u>Fresno USD request:</u> Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to [immediately implement the Master Agreement as supplier’s primary go to market strategy for Public Agencies to supplier’s teams nationwide] to include, but not limited to:</p> <ul style="list-style-type: none"> i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier’s national sales force with participation from the Supplier’s executive leadership, along with the OMNIA Partners team within first 90 days <p><u>HDSFM exception:</u> Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to <u>publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees</u> to include, but not limited to:</p>

	<p>i. Executive leadership endorsement and sponsorship of the award as <u>available</u> the public sector go-to-market strategy within first 10 days</p> <p>ii. Training and education of Supplier’s national sales force with participation from the Supplier’s executive leadership, along with the OMNIA Partners team within first 90 days</p>
<p>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 3.3(B): MARKETING AND SALES: (First Paragraph)</p>	<p>Fresno USD request: Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to [market] the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:</p> <p>HDSFM exception: Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to <u>publicize and promote availability</u> the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:</p>
<p>ADMINISTRATIVE FEE, REPORTING & PAYMENT, SECTION 12 (First Sentence Only)</p>	<p>Fresno USD request: An “Administrative Fee” shall be defined and due to OMNIA Partners from Supplier in the amount of [three] percent [(3%)] (“Administrative Fee Percentage”) multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) (“Contract Sales”).</p> <p>HDSFM exception: </p>
<p>GENERAL PROVISIONS, SECTION 18 (Last Sentence Only)</p>	<p>Fresno USD request: Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.</p>

	<p>HDSFM exception: Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, <u>which consent shall not be unreasonably withheld.</u></p>
<p>EXHIBIT F: FEDERAL FUNDS CERTIFICATION</p>	<p>Fresno USD request: No Omissions</p> <p>HDSFM response: Should there be a request to complete these forms from a customer, HD Supply will promptly complete and deliver these forms upon such request.</p>
<p>FEMA SPECIAL CONDITIONS</p>	<p>Fresno USD request: FEMA SPECIAL CONDITIONS</p> <p>HDSFM response: Should there be a request to complete these forms from a customer, HD Supply will promptly complete and deliver these forms upon such request.</p>
<p>EXHIBIT G: NEW JERSEY BUSINESS COMPLIANCE</p>	<p>Fresno USD request: [9 DOCS referenced]</p> <p>HDSFM response: Should there be a request to complete these forms by a New Jersey customer, HD Supply will promptly complete and deliver these forms upon such request.</p>

Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

HD Pro Institutional, powered by HD Supply, welcomes the opportunity to continue our long-standing partnership with the Fresno Unified School District. We are dedicated to providing valued institutional clients like the District with the cleaning supplies, equipment and custodial-related products needed to keep your daily operations moving forward.

Our response provides a comprehensive approach to servicing the District and all participating OMNIA agencies that would align under the proposed agreement.

HD Supply, a subsidiary of The Home Depot, and HD Pro Institutional (formerly Interline Brands) are actively in the process of fully integrating together under the HD Supply name to provide an even more robust product offering, value-added service capabilities, experienced salesforce, and extensive distribution network.

In addition to our extensive products, service offerings and distribution network, we believe the expertise of our people will provide your organization with the support required to run your business. A dedicated National Account Team, facility maintenance experts, and Customer Support representatives will be there to support you. State-of-the-art ordering system capabilities, web-based Services & Business tools, training, inventory and reporting solutions further your team's ability to exceed your organization's cleaning supplies, equipment and custodial-related product needs.

The following information has been marked **CONFIDENTIAL** by HD Supply.

[Redacted content]

-----END of **CONFIDENTIAL** Section-----

In keeping with the RFP requirements, below is a summary level description of our proposal:

HD Pro Institutional Response to RFP #22-07 Cleaning Supplies, Equipment And Custodial Related Products, Services And Solutions	
Proposal Section	Description
Proposal Response	
Executive Summary	<i>Summary of RFP Response/Proposal Content (pgs. 1-2)</i>
Company Background/Profile	<i>Summary of company information and credentials (pgs. 3-4)</i>
Experience	<i>An overview of HD Pro Institutional’s relevant supplier experience, and several example comparable contracts. (pgs. 5-7)</i>
Product Information/ Service Capability	<i>An overview of the District’s options, including available products and services; responses to pricing questions (pgs. 8-16)</i>
APPENDIX 1	
General Forms	<i>All required General Forms, including</i> <ul style="list-style-type: none"> <i>a) Proposal Signature Page</i> <i>b) Prime Point of Contact</i> <i>c) Non-Collusion Declaration</i> <i>d) No Prohibited Interest/Conflicts of Interest Declaration</i> <i>e) Notification of Governor’s Executive Order N-6-22/ Russian Sanctions</i> <i>f) Debarment, Suspension, and Other Responsibility Matters</i> <i>g) Request for References</i> <i>h) Iran Contracting Act Certification</i> <i>i) Certification Regarding Lobbying</i> <ul style="list-style-type: none"> <i>iii. Disclosure of Lobbying Activities</i> <i>iv. Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities</i>
APPENDIX 2	
Proposal Forms	<ul style="list-style-type: none"> <i>Response to the National Program Requirements for National Cooperative Contract to be administered by OMNIA Partners</i> <i>Attachment #2 - Sample Pricing for Evaluation- Excel Spreadsheet located in documents on Procurementware</i> <i>Exhibit #1 – Pricing Schedule</i> <i>Exhibit #2 – Category Discount Sheet</i>

Company Background/Profile

Provide information on company background to include the following:

1. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Name: HD Supply Facilities Maintenance, Ltd (HD Supply)
Address: 3400 Cumberland Blvd SE, Atlanta, GA 30339
Phone: 770.852.9000
Fax: 800.476.5848
Email: USCAdmin@hdsupply.com
Federal ID#: 522418852
Website: www.hdsupply.com and www.homedepotpro.com/insitutional

2. Date business was established under current name.

HD Supply Facilities Maintenance, Ltd (HD Supply) was founded in 1974.

In December 2020, The Home Depot, Inc. purchased HD Supply. Home Depot Pro Institutional (formerly Interline Brands dba SupplyWorks) and HD Supply now operate as the wholesale division of The Home Depot, Inc.

3. Size of company including the total number of employees

HD Supply has approximately 12,000+ associates.

4. Type of ownership or legal structure of business

On December 24, 2020, Home Depot acquired HD Supply Holdings, Inc., a Delaware corporation, and its operating subsidiaries, including HD Supply Facilities Maintenance, Ltd. ("Facilities Maintenance"). Since then, Home Depot has combined the Pro business (including the legacy Interline business) into Facilities Maintenance and other HD Supply subsidiaries.

5. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

No. We have not, to the best of our knowledge, failed to complete work on an issued contract.

HD Supply is involved in civil litigation matters from time to time in the ordinary course of business. Any publicly available information can be found on the Securities and Exchange Commission website located at <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

6. Are there any civil or criminal actions pending against the firm, or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

HD Supply is involved in civil litigation matters from time to time in the ordinary course of business. Any publicly available information can be found on the Securities and Exchange Commission website located at <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

7. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances

No, we have not been disqualified from working with any public entity.

HD Supply is involved in civil litigation matters from time to time in the ordinary course of business. Any publicly available information can be found on the Securities and Exchange Commission website located at <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

1. Scope of services/contract description.
2. Dollar value of contract.
3. Assigned project personnel.
4. The contracting entity’s contact person, current phone number, and current e-mail address as reference information.

The following information has been marked **CONFIDENTIAL** by HD Supply.

Comparable Contracts	

Comparable Contracts	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

Comparable Contracts	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

-----END of **CONFIDENTIAL** Section-----

Product Information/Service Capability

1. **Provide available ordering methods – online ordering, order tracking, search options, order history, etc.**

Phone, Fax, Email and Online

Orders can be placed with HD Pro Institutional, powered by HD Supply, through many different channels including phone, fax, email, and online. HD Pro Institutional, powered by HD Supply, has a full customer service staff that can accept orders and answer questions during the hours of 7 AM – 8 PM EST.

Online Ordering

The HD Pro Institutional, powered by HD Supply, online ordering site can be found at www.HomeDepotPro.com/institutional and offers a comprehensive account management tool. Whether you are using our site to place orders, research new products, review order history, create a custom catalog, or track a shipment, it will become your one-stop resource on the web for managing your janitorial and cleaning product purchases.

Below is a listing of some of the many tools available through our online site:

Online Ordering	Order Tracking	Order Approval
SDS Information	Custom Catalogs	Budgeting Tools & Alerts
“Favorites List”	POD Retrieval	Usage Reporting
Customized Offering Options	Invoice Printing	Green Reporting

Online ordering is available through our website 24 hours a day to an unlimited number of unique logins for a customer. Once logged into an account, users can easily search our entire HD Pro Institutional, powered by HD Supply, product offering by product category, as well as view pricing of each item.

In addition, real-time product availability information can be viewed to easily identify the quantity of a particular item currently stocked at a respective distribution center. Detailed product information is available for each item, including HD Pro Institutional, powered by HD Supply, list pricing, the contracted pricing for participating agencies, related products and SDS information (if applicable). The HD Pro Institutional, powered by HD Supply, list pricing will be shown with a strike through, and the discounted pricing will be listed in bold font directly below as pictured on the following page.

BIOESQUE 5 Gal. Botanical Disinfectant Solution Pail

Item # 310650025 | BIOESQUE Part # BBDS5G | UPC Code 818432020028 | UNSPSC Code 47131800 | Catalog Page #1177



\$98.90 Each Priced Each

\$126.40 / each 1+ \$98.90

1 Add to Cart

✓ 186 available - estimated arrival 2-3 days*

*Delivery delays may occur during peak ordering periods. Exceptions apply. Estimated delivery is based on orders received by warehouse cut-off times and carrier schedule. Availability is based on your [current ship-to address](#)

★ 📄 📧 🖨️

🌱 🇺🇸 ♻️

Favorites Lists

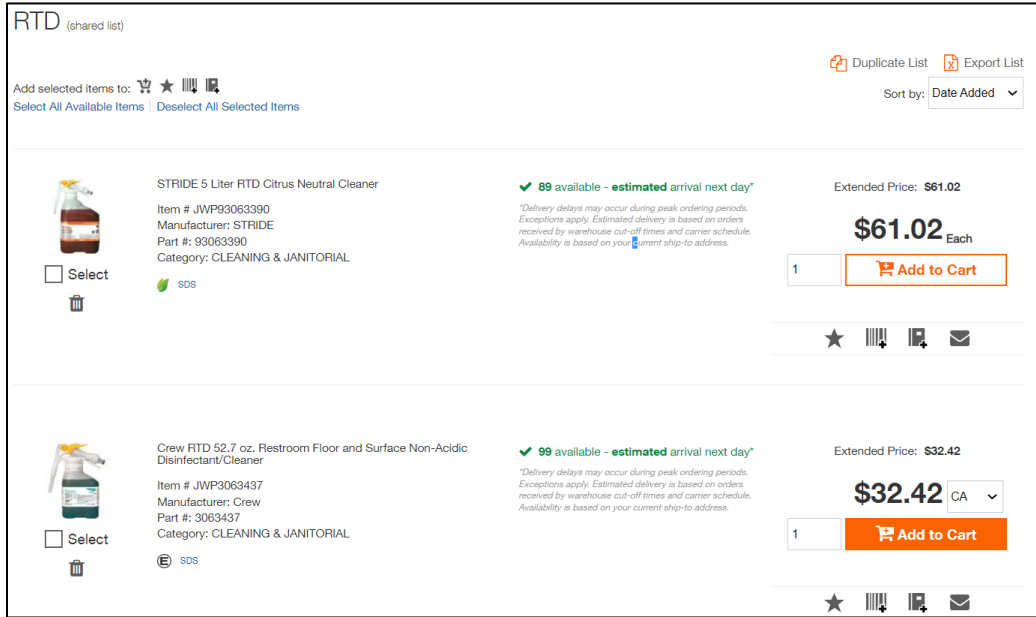
Customized Favorites Lists, as shown below, can be generated by participating agencies to group frequently ordered items for easy shopping. An unlimited number of Favorites Lists can be developed to allow users to organize these lists by location/building, user, project type, and more.

My Favorites Lists

📄 Export 🛒 Add List to Cart 📄 Duplicate 🗑️ Delete List ✎ Edit

Name	Privacy	Type	# of Items	Actions
BATTERIES - 21/22	Shared	Static	4	📄 🛒 📄
SUPPLIES - 21/22	Shared	Static	121	📄 🛒 📄

Favorites Lists display the items, pricing, and inventory availability. Items can quickly be added to a shopping cart from the list.



Customized Product Offering

In addition to the Favorites Lists that allow customers quick access to approved items, the HD Pro Institutional, powered by HD Supply, website takes order restrictions one step further with the ability to enable Customized/Restricted Offerings. The Customized/Restricted Offering would enable a customized view online that would only display items that have been previously approved by the participating public agencies. Administrators on the account would have access to view our full product offering, but all other users within the district would be limited to only search, browse, and order items that have been pre-determined as part of the Fresno Unified School District Offering.

Workflow/Approvals

Our online ordering platform also supports the ability to set up workflow options. A variety of quote approval options are available depending on your business rules and/or the individual placing the order. Buyers can be restricted to a set dollar limit in the cart, and when the limit is reached, quote approval is initiated. An unlimited number of approvers can be included in the approval hierarchy. Each approval hierarchy level can be configured with an increased dollar approval level or with unlimited dollar approval level. Additionally, the approval hierarchy can be escalated based on user defined wait times.

Basic
 Create cart and submit quotes for approval.
 Cannot checkout with order.

Buyer
 Can create cart and check out. Can also submit quotes for approval.

Approver
 Can approve quotes and checkout to create the order.

Administrator
 Manages security, budgeting, and web users for assigned accounts.

User Roles

Order and Invoice History

Order history and invoice history are available online. By viewing the order/invoice history, users have access to order history and can view/print Proof of Deliveries and re-print invoices as needed.

Orders (273)		Invoices (164)		Credits (43)					
Date ▼	Order # ▲	PO # ▲	Ship To	Subtotal	S&H	Tax	Total ▲	Delivery	Status
6/3/2022	44435680	00000753261	FRESNO UNIFIED SCH DISTRI-...	\$0.00	\$0.00	\$0.00	\$0.00	UPS UPS	Shipped
5/19/2022	44177422	00000752896	FRESNO UNIFIED SCH DISTRI-...	\$3,458.35	\$0.00	\$288.77	\$3,747.12	POD	POD Signature
5/19/2022	44177422:2	00000752896	FRESNO UNIFIED SCH DISTRI-...	\$22.42	\$0.00	\$0.00	\$22.42		Processing

Reporting

The Reporting Dashboard available on our online ordering site gives end-users visibility into detailed reports by customer location focusing on a variety of call-outs including standard purchase history, Green Reporting, Top Product Reporting and Customized Budget Reports that can even tie to customer specific GL codes.

Reports Dashboard

Usage Reports
 The Usage Report is based on your invoiced purchases. This report will provide you with detailed information regarding items you have purchased.

Launch the Report

Green Reports
 Show qualifying green products as a % of total purchases or show your total spend on Green products. We have optimized this report to run for up to 365 days of history.

Launch the Report

Top Products
 My Top Products
 View a list of products most frequently purchased by your location in the last 12 months. Use this report to build Favorites Lists, Custom Catalogs or build a cart.

Launch the Report

Budget Reports
 Use a variety of reporting techniques and use your dashboard to see a quick snapshot of your budgets.

Launch the Report

These usage reports can be created for a single date range and exported to Excel for easy viewing and sorting.

Product Usage Report

The Product Usage Report is based on your invoiced purchases. This report will provide you with detailed information regarding items you have purchased for the date range you select. We have optimized this report to run for up to 1 Year of history. If you attempt to go beyond 365 days, you will experience slow performance. You will also be able to export and save your report to Excel or as a CSV. (Other formats, such as .xml, .pdf, .tiff, Word, or MHTML, will not format for print.)

Select All Products or By Category: Start Date: EndDate:

1 of 1 Find | Next

Customer Usage Reporting for FRESNO UNIFIED SCH DISTRI-4498, 6/1/2022 - 6/24/2022

Customer Ship-To Name	Invoice Date	Invoice #	Order #	PO #	Product #	Product Description	Manufacturer	Qty Shipped	Price per U
	6/3/2022	689071496	43785198	00000753261	314196698	Georgia Pacific Universal Push-Paddle Paper Towel Dispenser, Opaque	Georgia Pacific	8.00	2.00
	6/3/2022	689071496	43785198	00000753261	HOSD1	HOSPECO #1 Free Release Dual	HOSPECO	2.00	2.00

In addition to the reporting details available through our online site, our team can work with end-users to customize reports that can be sent to end-users as needed.

Order Tracking

With our Order Tracking feature end-users have 24/7 visibility to easily monitor and track the delivery status of an order. Whether the order is placed online, via phone or email, the online dashboard will show all open orders to effectively manage and track orders from the time of placement to delivery.

Track My Orders

Warehouse Pickup 0

[View](#)

Shipped or Out for Delivery 0

[View](#)

Confirmed or In Process 2

[View](#)

Warehouse Pickup Date ▾

There are no Warehouse Pickup orders to display at this time

Shipped or Out for Delivery Date ▾

There are no Shipped or Out for Delivery orders to display at this time

Confirmed or In Process Date ▾

2. Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?

HD Pro Institutional, powered by HD Supply, accepts the following forms of payment for all order types: Visa, MasterCard, American Express, Discover, HD Supply Account and Electronic Funds Transfer (EFT). Our customer service staff is able to accept payment via p-card over the phone for all orders that are placed on account. In addition, our e-commerce sites are completely integrated to our pricing and delivery platforms, allowing us to accept orders on account, using major credit card payment methods (multiple cards) and p-card (procurement card) payment methods.

3. In addition to new products, indicate if used, trade-ins, leasing/financing, or other offerings are available, and provide pricing structure for each of these items.

State, County and Local governments face unprecedented equipment demands at a time when revenue shortfalls and budget cutbacks are the norm rather than the exception. HD Pro Institutional, powered by HD Supply, has extensive experience working with government agencies seeking Municipal Financing program options for their equipment needs.

We currently work with two different Leasing Companies that offer municipal financing programs, giving our Participating Agencies a competitive advantage when seeking finance rates. It's common in the Leasing Industry to "Sell the Payment" which often leads to payments based off a higher List Price, but with HD Pro Institutional, powered by HD Supply, we have negotiated with vendors to quote payments based off our already discounted, lower Omnia pricing. This results in significantly lower monthly payments.

Other features of the HD Pro Institutional, powered by HD Supply, Municipal Leasing Program include the following benefits to Participating Agencies:

- Ability to obtain new labor-saving equipment and pay for it as it is being used
- Bridge the gap between the equipment needed now and budget money currently available
- Leases are not considered debt and are not subject to limitations placed on debt
- Municipal lease financing does not require voter approval or time-consuming bond election
- Own equipment for \$1 at the end of the lease
- Includes a "Non-Appropriations" clause that allows termination of the lease without penalty. Leases represent a year-to-year commitment on the part of a municipality to make lease payments. If, for some reason, the funds are not approved for a new budget cycle, you have no obligation

HD Pro Institutional, powered by HD Supply, will make available two competitive links for Participating Agencies to receive up to date current Municipal Rate quotes. Your local HD Pro Institutional, powered by HD Supply, sales professional can assist you in obtaining these quotes for your evaluation.

Example Only: Rates are not current

www.all-linesleasing.com/

www.atlanticbusinesscredit.com

4. If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal

If participating end user requires a participating addendum or additional documents, we will review and execute upon request.

Pricing

Suppliers shall fill out and return Attachment # 2 Sample Pricing Form for Evaluation (located in documents on Procurement) which includes the catalog price and % discount on the top items used by the district.

Supplier shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. In addition, suppliers shall provide pricing based on a discount from a manufacturer's price list or vendor catalog and title the pdf Exhibit 1 (see below items to be included).

Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award. Include an electronic copy of your price catalog from which discount is calculated. Title the pdf Exhibit 1.

Electronic price lists must contain the following: (if applicable)

1. Manufacturer part #
2. Supplier's Part # (if different from manufacturer part #)
3. Description
4. Manufacturer's Suggested List Price and Net Price
5. Net price to Fresno Unified, (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)
6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).
7. If leasing/financing is an option, provide applicable pricing and discounts.

The following information has been marked **CONFIDENTIAL** by HD Supply.

[Redacted]

[REDACTED]

-----END of **CONFIDENTIAL** Section-----

Additionally, the product category discount sheet will be made available to all Participating Agencies upon request.

All Participating Agencies will receive freight-free shipping within the 48 contiguous United States and Washington, D.C. for in-stock and catalog products that are not factory direct or extended inventory, as defined in the HD Pro Institutional, powered by HD Supply, catalog or online. Product that is shipped expedited or directly from the manufacturer to the property will include the appropriate freight charge.

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

In the event Fresno Unified School District uses federal funding in response to an emergency or disaster recovery situation, the parties will negotiate an amendment to the Agreement for such orders to incorporate applicable federal requirements. If the parties are unable to mutually agree on an amendment for such orders, then the Agreement will remain in effect and the parties agree that no such order with federal funding will be submitted to HD Supply.

PROPOSAL SIGNATURE PAGE FORM

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by ~~all terms and conditions of the complete Contract Documents~~ Company's submittal to this RFP. I have thoroughly reviewed the Pricing Sheet for RFP No. 22-07, CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS submitted herewith and agree to provide products consistent with the ~~terms specifications~~ of the RFP at the prices identified on the Pricing Sheet.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

To be signed by authorized company agent acknowledging submittal of RFP. Prices should be typed and shown as instructed on the Proposal Pricing form for each type of service. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person signing this form.

Alyssa Steele / Chief Customer Officer
Signature/Title

(770) 261-5686
Area Code / Telephone Number

Alyssa Steele
Type or Print Name

(800) 859-8889
Area Code / Fax Number

HD Supply Facilities Maintenance, Ltd.
Name of Company as Licensed

alyssa.steele@hdsupply.com
E-Mail Address

3400 Cumberland Blvd. SE
Address

Atlanta GA 30339-4435
City State Zip Code

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 06/17/22 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

NONCOLLUSIONDECLARATION

I, HD Supply Facilities Maintenance, Ltd., declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

June 18th, 2022
Date

HD Supply Facilities Maintenance, Ltd.
Name of Firm

Alyssa Steele
Printed name of Authorized Company Representative

Alyssa Steele
Signature of Authorized Company Representative

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Supplier has entered into and may subsequently enter into competitively bid agreements with other Public Agencies where such Public Agencies had entered into a Master Intergovernmental Cooperative Purchasing Agreement pursuant to which OMNIA Partners acts as the cooperative contract administrator, and the term “Master Agreement” shall be deemed to include such agreements, and the term “Principal Procurement Agency” shall be deemed to include such Public Agencies for purposes of this Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ~~three~~ percent (~~3~~TBD%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, which consent shall not be unreasonably withheld.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

M. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

N. Supplier: *HD Supply Facilities Maintenance, Ltd.*
3400 Cumberland Blvd. SE
Atlanta, GA, 30339

20. ~~20.~~ If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such

provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. ~~21.~~ This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]
HSD Supply Facilities Maintenance, Ltd.

NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR

Alyssa Steele
Signature
Alyssa Steele
Name

Signature

Name

Chief customer officer
Title
June 28, 2022
Date

Sr. Vice President, Public Sector Contracti

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

4. Each party will facilitate the cooperative procurement of Products.
5. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

6. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

7. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

8. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

9. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

10. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

11. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

12. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

13. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

14. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

15. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [**PPA Name**]

("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SMIITHVILLE, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT

FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT

MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT

SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILCHRIST COUNTY, OR
GRANT COUNTY, OR

HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT

COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA

BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR

CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC.,
OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT,
OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT,
OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE
DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR

CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY,
OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION
DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR EAST
SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH
DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR

FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR

HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR

LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR

MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA
HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKE CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY,
OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR

NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION
DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT
COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT,
OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR

POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR

ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR

SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH
LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT,
OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS
DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONEWATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR

TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT,
OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT,
OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR

WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION
DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT,
OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9

CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY PORTLAND
PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J

SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES),
UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEO ACADEMY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT

LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND
TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT

WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY
SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW-COMMUNGE, 2021
DIXIE STATE COLLEGE, UT

COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION OFFICE
OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Bidder has reviewed and understands the Information to Bidders, Prohibited Interests/Conflicts of Interest clause, and that Bidder to its knowledge has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between Bidder and the DISTRICT, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that to its knowledge no Prohibited Interests/Conflicts of Interest exist which violate this clause of the Information to Bidders and thereby preclude Bidder from contracting with the Fresno Unified School DISTRICT. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates the clause of the Information to Bidders, Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School DISTRICT may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Bidder has reviewed all necessary documents and exercised all due diligence in determining to its knowledge that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein to its knowledge are true and correct.

Dated: June 28th, 2022 HD Supply Facilities Maintenance, Ltd.
[Company Name]

Alyssa Steele Chief customer officer
[Name and Title of Bidder's Representative]

Alyssa Steele
[Signature]



Notification of Governor's Executive Order N-6-22/ Russian Sanctions

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at [https:// www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf](https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf).

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website ([https:// home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions](https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions)). Failure to comply may result in the termination of contracts or grants, as applicable.

For any agreements valued at \$5 million or more, Contractor shall, within 45 days of receipt of Notice to Proceed, report in writing to District on steps Contractor has taken to comply with California Executive Order N-6-22, signed March 4, 2022, and with Federal Executive Order 14065, signed February 21, 2022, including but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities.

Thank you for your prompt attention to the above matter. Please feel free to contact the District if you have any questions.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or Vendors in primary covered transactions:

5. The participant or Vendor certifies that it and its principals:

- 1.2 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 1.2 Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 1.2 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 1.2 Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6. Where the participant or Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

HD Supply Facilities Maintenance, Ltd.

Participant or Vendor Company Name

Fresno Unified School District - RFP 22-07: CLEANING SUPPLIES / EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES & SOLUTIONS

Award Number, Contract Number, or Project Name

Alyssa Steele Chief Customer Officer

Name(s) and Title(s) of Authorized Representatives

Alyna Steele

Signature(s)

June 28, 2022

Date

REQUEST FOR REFERENCES

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your bid being determined non-responsive.

- | | |
|--|---|
| <p>1. <u>Portland Public Schools</u>
Name of Reference</p> <p><u>501 N Dixon St</u>
Address</p> <p><u>Portland, OR 97227</u></p> <p>Contract Period: <u>N/A</u></p> <p>Scope of Work: <u>District-wide purchases of janitorial and custodial related products, as well as several large equipment purchases over life of the contract with delivery to all locations within District. Staff training facilitated by the Home Depot.</u></p> | <p><u>Frank Leavitt –
Director, Facilities Operations & Warehouse</u>
Contact Person</p> <p><u>503-916-3019</u>
Phone</p> |
|--|---|

- | | |
|---|---|
| <p>2. <u>Pulaski County Special District</u>
Name of Reference</p> <p><u>925 E Dixon Rd</u>
Address</p> <p><u>Little Rock, AR 72206</u></p> <p>Contract Period: <u>N/A</u></p> <p>Scope of Work: <u>Purchases of janitorial and custodial products for the District, with shipment to a Central Warehouse. Dispenser installation completed for restroom upgrades throughout all District buildings and schools.</u></p> | <p><u>Curtis Johnson – Executive Director,
Operations</u>
Contact Person</p> <p><u>501-234-2052</u>
Phone</p> |
|---|---|

- | | |
|--|--|
| <p>3. <u>Elk Grove Unified Schools</u>
Name of Reference</p> <p><u>9510 Elk Grove-Florin Rd.</u>
Address</p> <p><u>Elk Grove, CA 95624</u></p> <p>Contract Period: _____</p> <p>Scope of Work: <u>Purchases of janitorial and custodial items for the entire school District. Implementation of online ordering, and various online ordering tools across departments.</u></p> | <p><u>Tony Almeida – Manager, Custodial Services</u>
Contact Person</p> <p><u>916-686-7745</u>
Phone</p> |
|--|--|

IRAN CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts in accordance with Public Contract Code section 2205.

OPTION 1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

<i>Company Name/Financial Institution (Printed)</i> HD Supply Facilities Maintenance, Ltd.	<i>Federal ID Number (or n/a)</i> 52-2418852
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Alyssa Steele Chief Customer Officer	
<i>Date Executed</i> June 28 th , 2022	<i>Executed in the County of</i> <u>Cobb</u> <i>in the State of</i> <u>Georgia</u>

OPTION 2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Firm/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Firm Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: HD Supply Facilities Maintenance, Ltd.

Street address: 3400 Cumberland Blvd. SE

City, State, Zip: Atlanta, GA 30339-4435

Alyssa Steele
CERTIFIED BY: (type or print)

Chief Customer Officer
TITLE:

Alyssa Steele
(Signature)

June 28, 2022
(Date)



SUPPLIER RESPONSES TO ATTACHMENT #1 – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

3.0 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

N. Brief history and description of Supplier to include experience providing similar products and services.

HD Supply Facilities Maintenance, Ltd. (HD Supply) is a subsidiary of The Home Depot, Inc., with a rich legacy in industrial distribution spanning almost 50 years. HD Supply brings national scale, local expertise, and dedicated associates (12,000+ strong) to consistently deliver solutions and create value for our customers. We provide maintenance, repair and operations (MRO) products, including a robust offering of national, leading cleaning supplies, equipment and custodial related-product, making HD Supply our customers’ most-trusted supply chain partner and one of the largest industrial distributors in North America.

On December 24, 2020, Home Depot acquired HD Supply Holdings, Inc., a Delaware corporation, and its operating subsidiaries, including HD Supply Facilities Maintenance, Ltd. (“Facilities Maintenance”). Since then, Home Depot has combined the Pro business (including the legacy Interline business) into Facilities Maintenance and other HD Supply subsidiaries.

HD Pro Institutional, powered by HD Supply, has a large customer base, servicing markets including Education, Building Service Contractors, HealthCare Facilities, National Accounts, Government facilities, and many more. HD Pro Institutional, powered by HD Supply, understands the unique needs of our customer base, and we work hard to create customized solutions to best fit the needs of our specific customers.

For nearly a decade HD Pro Institutional, powered by HD Supply, has served thousands of participating agencies through our existing Fresno Unified School District/OMNIA Partners contract. Participating Agencies throughout the Country rely on HD Pro Institutional, powered by HD Supply, for consistent and best-in-class support. There are specific Public Agency examples listed through this document, and we can provide additional references upon request.



O. Total number and location of salespersons employed by Supplier.

Within HD Supply, the HD Pro Institutional sales vertical has approximately 450 dedicated sales representatives.

Listed below are key members of the HD Pro Institutional, powered by HD Supply, Sales team who will support the OMNIA Partners relationship proposed in this response:

<p>John Pettinelli</p>	<p>Director of Government Solutions</p> <p>John is the Director of Government Solutions and has over 38 years in the Jan/San Industry. He has experience providing solutions to end-users and implementing consultative programs nationally.</p>
<p>Becky Newell</p>	<p>National Sales Manager Government Solutions</p> <p>Becky is the National Sales Manager – Strategic Accounts. Becky has over 18 years of experience in the Jan/San industry and offers a superior level of customer service by focusing on customized solutions for Education and Public Sector customers.</p>
<p>Mike Hughes</p>	<p>Business Development Manager</p> <p>Mike has over 8 years of experience with the Home Depot organization, servicing Participating Agencies through cooperative contracts.</p>
<p>Shelly Rinkenbaugh</p>	<p>Business Development Manager</p> <p>Shelly excels with customer relations and has over 6 years of experience supporting the Home Depot Pro Field Sales Team with programs and customized solutions tailored to end-users' needs and goals.</p>

P. Number and location of support centers (if applicable) and location of corporate office.

The address for HD Supply's headquarters is:

3400 Cumberland Blvd SE
 Atlanta, GA 30339



Our customer care centers are located in:

- Tulsa, OK
- Pompano, FL
- Jacksonville, FL
- San Jose, CA
- Santee, CA
- New Braunfels, TX
- Marietta, GA

Q. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.

HD Supply sales are reported as part of earnings for The Home Depot, Inc. Earnings for The Home Depot, Inc. for the past three years have been filed with the US Exchange Commission and can be found at www.SEC.GOV. HD Supply's Dunn & Bradstreet number is: 17-121-8949.

R. Describe any green or environmental initiatives or policies.

Recognizing the critical need to protect the environment, HD Pro Institutional, powered by HD Supply, has made efforts to incorporate sustainable practices into our daily operations. Our goal is to foster an environmentally sensitive company culture, while simultaneously offering our customers opportunities to reduce their impact.

With thousands of green products available (including Energy Star, WaterSense and Green Seal), HD Pro Institutional, powered by HD Supply can meet the diverse needs of end-users and can help achieve sustainability goals and initiatives.

We strive to reduce our carbon footprint by improving the efficiency of our operations and by investing in sustainability initiatives. A sample of the comprehensive internal sustainability initiatives we have implemented include:

- Electronic invoicing
- Pallet recycling at all distribution centers
- State-of-the-art delivery routing systems saving diesel and reducing delivery emissions by approximately 8%
- Efficient lighting retrofits at 87% of our overall distribution center square footage
- "Reuse Me" Program
- Green Facilities
- Emissions Reductions



HD Supply obtained a LEED (Leadership in Energy and Environmental Design) Silver Certification from the U.S. Green Building Council (USGBC) for our new headquarters office in Atlanta, GA. Our corporate office provides reusable mugs to every associate, saving an estimated 800,000 foam cups from landfills every year. Internal plastic bag and battery recycling programs for associates have recycled thousands of plastic bags and hundreds of pounds of batteries since the program launched in 2011.

Additionally, HD Supply completes an annual, comprehensive greenhouse gas inventory to help evaluate and improve our carbon emissions. This exercise helps us to identify areas where our carbon intensity can be lowered, reducing our environmental impact and costs.

As a division of The Home Depot, we know that when we invest in running a responsible and sustainable operation, we become more flexible and resilient. By understanding our impact, we are able to set Company-wide objectives that allow us to contribute to a more sustainable workplace and world. With that in mind, The Home Depot has established goals to reduce our operations' impact on the planet and communities. Please see below link to our Home Depot Corporate Responsibility Report highlighting our commitment to operating in a responsible and sustainable manner.

<https://corporate.homedepot.com/responsibility>

S. Describe any diversity programs or partners supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Providing opportunities for diverse businesses is part of our commitment to being a good corporate citizen; it is also vital to our business objectives. HD Supply, does not anticipate any price changes when using its supplier diversity program.

Supplier Diversity Policy

It is the policy of HD Supply to provide opportunities for small, minority-owned, women-owned, and other historically disadvantaged businesses to compete in a fair and equal environment to supply the high quality, competitively priced products and services required by our customers. HD Supply understands the value a diverse supplier base has on our business, and we are constantly assessing the market for certified MWBE vendor-partners who offer value-added, quality and innovative products and services that are competitively priced and meet the varied needs of our customers. Because our purchasing structure is aligned with thousands of local markets and market segments, MWBE businesses are encouraged to research the needs of HD Supply businesses and make their status known as part of sales presentations to local purchasing contacts.

Supplier Selection

As a distributor, we are driven by the need to provide our customers with the high quality, competitively priced, innovative products they demand. We are always looking for opportunities to do so by awarding business to suppliers with certified diversity status. We provide these businesses the maximum practical opportunity to participate in our sourcing process, while maintaining all our standard vendor and product selection criteria that allow us to fulfill our customers' requirements. HD Supply can provide a purchase history report reflecting purchases that have been made from suppliers that are part of our diversity program as requested.

Supplier Diversity

We monitor our purchasing activity with the following diversity classifications:

- Disadvantaged Business Enterprise
- Hub-Zone Business
- Minority-Owned Business (African American, Asian-Pacific Island, Hispanic, Indian Subcontinent, Native American, Alaska Native)
- Minority Business Enterprise
- SBA 8(a) Business
- Small Business (Hub-Zone small, Service-Disabled Veteran small, Veteran Owned small, Women-Owned small, all other small)
- Small Disadvantaged Business
- Veteran-Owned Business (Disabled Veteran, Service-Disabled Veteran, Vietnam Veteran, other Veteran)
- Women-Owned Business

We encourage participation in local, regional and national diversity trade fairs, seminars, and other networking opportunities where we can expand opportunities to make our needs known and learn about the capabilities that diverse suppliers can bring. HD Supply is a National Corporate Member of the National Minority Supplier Development Council (NMSDC) and the Women's Business Enterprise National Council (WBENC) and uses the resources of those organizations to help us locate high quality certified MWBE vendor-partners.

We also strive to create a culture of diversity and inclusion which starts with making sure every associate feels part of the HD Supply family. We offer resources to promote individual and collective growth and help all associates achieve their ultimate potential. HD Supply also partners with organizations including Hiring Our Heroes, Young Women's Club of America, and Association of Latino Professionals for America to help strengthen diversity within our talent pipeline.



T. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

Minority Women Business Enterprise Yes No

If yes, list certifying agency: _____

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Yes No

If yes, list certifying agency: _____

Historically Underutilized Business (HUB) Yes No

If yes, list certifying agency: _____

Historically Underutilized Business Zone Enterprise (HUBZone) Yes No

If yes, list certifying agency: _____

Other recognized diversity certificate holder Yes No

If yes, list certifying agency: _____

HD Supply values our relationships with diverse businesses and greatly appreciates their ability to offer quality products, services, and innovation to our customers. To further foster and build even stronger relationships with certified Minority-Owned, Women-Owned and other historically disadvantaged and small businesses across the country, we specifically developed our supplier diversity program as HD Supply does not typically qualify for certifications in the above programs due to the size and nature of our organization.

U. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

HD Pro Institutional, powered by HD Supply, may from time to time use subcontractors or affiliates for installation projects as part of our relationship with Fresno Unified School District.

V. Describe how supplier differentiates itself from its competitors.

HD Pro Institutional, powered by HD Supply, is committed to uninterrupted access to the supplies, people, and tools you rely on. Our unmatched combination of expertise, convenience, products, programs, and technology allow us to deliver smart solutions that advance the performance of our customers' facilities, while enhancing the health, safety, and perception of your facility.

HD Pro Institutional, powered by HD Supply, is uniquely positioned to support end-users and their unique needs. With almost 50 years of experience serving State, County and Local governments, K-12 education and Higher Education, our dedicated sales team, a national network of 76 distribution centers specifically for cleaning supplies, equipment and custodial related products, and 2,300+ store locations provide national reach with a local focus to give unmatched convenience and product availability.

Facility Maintenance Experts & Support

HD Pro Institutional, powered by HD Supply, connects a Field Account Representative or Inside Sales Professional with every end-user. These facility maintenance experts are available to assist with product selection, order assistance, product training, and more.



DEDICATED TO YOUR SUCCESS

Real people, real support. On the ground or over the phone, our team of sales professionals and industry experts are here for you.

Field Account Representatives

Knowledgeable, local, and committed to serving you in person. Delivering personalized service, advice, and support for property-specific needs.

Inside Sales

Well-informed sales specialists offer individualized support and work directly with your operations team to support the needs of your business.

Customer Support

On-call team that can assist with placing orders, updating orders, providing order status, and answering any other questions you have.

Product Support

Trust our highly skilled associates to provide expertise, product specifications, tech support, special orders, part numbers, and more. Your go-to for troubleshooting.

More Products

We offer the industry's broadest selection of cleaning supplies, equipment and custodial related products to meet the diverse and unique needs of various end-users. In addition to our wide selection of national brand products across all product categories, we also offer a comprehensive line of products under our own exclusive brand bringing additional value and options.

We can also help locate hard-to-find items through our Special Order Process. With thousands of suppliers at our fingertips, we have access to hundreds of thousands of products including those hard-to-find items or even custom and/or logo items.



Advanced eCommerce

HD Pro Institutional, powered by HD Supply, offers state-of-the-art e-commerce capabilities to our end-users. We understand that e-commerce tools are not one size fits all, so we have created a technology program that allows us to partner and grow with our customers as we develop and implement technology solutions to fit their needs. We can quickly provide a solution because we have architected our web platform to be scalable and flexible to manage the procurement process to meet customers' unique requirements. We can implement e-commerce solutions through:

- Online Ordering Website and mobile app (UPC scanning is supported via mobile app)
- ePro integrations with the industry's leading spend management platforms – both Punchout and Hosted catalog options
- EDI integrations

Through our online ordering site, end-users can implement time-saving tools and resources to help streamline processes.



Services and Business Tools

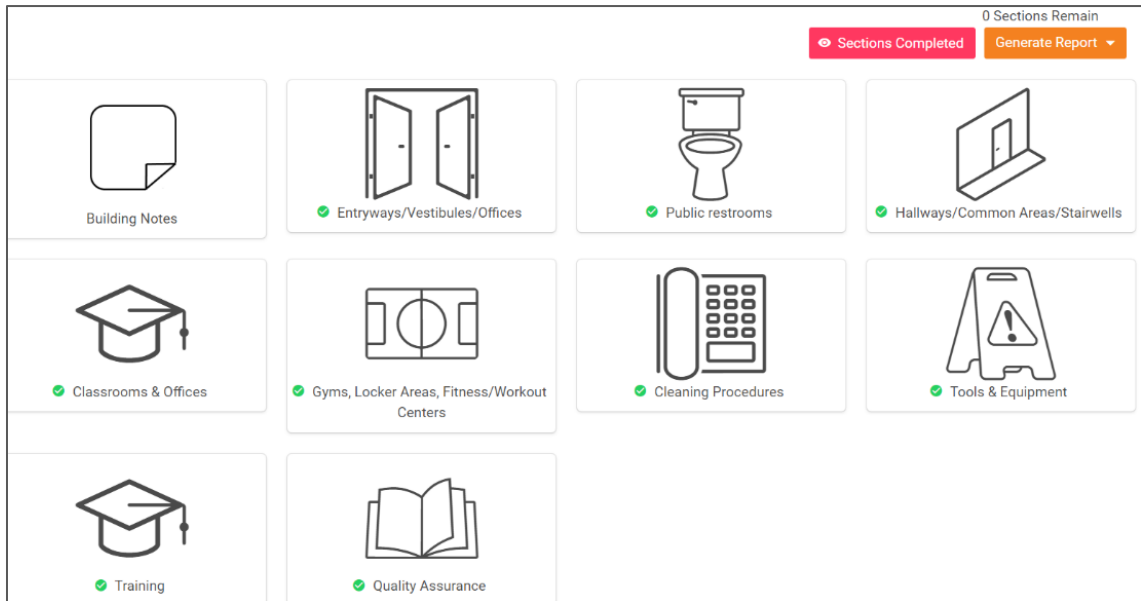
HD Pro Institutional, powered by HD Supply, offers a proprietary total cost management solution designed to assist facilities in becoming more efficient, cleaner, healthier, and greener through a customized program of training and building assessment tools.

Since every facility is unique, our benchmark evaluation step is critical in determining a customized solution. We can perform a comprehensive facility assessment to compile necessary information related to all areas of a facility. From the front door to the back door, our Building Assessment Tool can help review the current products, procedures, and processes to identify areas for improvement and cost savings. After thoroughly reviewing buildings, the Building Assessment Tool, partnered with our various training programs, allows us to create customized solutions to help streamline processes and procedures.

Below are the details surrounding our web-based Services & Business tools that can be customized for end-users:

- **Building Assessment App**

The primary purpose of the app is to assess and monitor key components to improve operational effectiveness within a building. The Building Assessment App can be used as an audit tool to determine the areas that need to be addressed and improved. Through this tool, end-users can see overall reporting of each building to determine ways to create consolidation and consistency.



- **Management Reports**

Establishing a baseline at the start of our engagement, and then keeping and reporting the key metrics, allows us to measure the impact of our recommendations over time. The Management report will include data from our Building Assessment App.



- **Cleaning Inspection App**

The app provides a thorough inspection tool that can be used for an entire building or specific sections to verify the cleanliness of a building. Building scores are based on the call outs and specific topics being inspected. Scores are recorded online and can be used to track progress in a building or of a specific worker.



Stairwells - West Wing					
Items for review	Excellent	Acceptable	Needs Improvement	Poor	Fail
Steps and Landings Swept and Mopped	4	3	2	1	0
Dusting	4	3	2	1	0
Lighting	4	3	2	1	0
Handrails and Walls	4	3	2	1	0

Choose Photos

- **Web Based Staff Training and Development**

Our video portal offers more than 100 online training modules from industry-leading suppliers to ensure your staff is trained on the latest techniques for more effective and efficient cleaning.

- **On-Site Staff Training and Development**

To support the ongoing professional development of cleaning and maintenance personnel, HD Pro Institutional, powered by HD Supply, offers on-site customized staff training by our facility-maintenance experts and top suppliers. All training is tailored to meet unique product, operational and sustainability needs and established goals.

Extra Convenience

Only HD Pro Institutional, powered by HD Supply, provides the convenience of delivery of thousands of cleaning supplies, equipment and custodial-related products right to your door or for will-call pickup at many of our locations nationwide. We also provide the added convenience of single weekly or monthly invoice billing.

Extending HD Supply Credit at Home Depot Stores

Participating Agencies can maximize their buying power when they shop at Home Depot stores with The Home Depot [ProPurchase™](#) card program. This program allows participating customers to use their existing HD Pro Institutional, powered by HD Supply, credit lines to access the expanded product assortment and last-minute project needs available at the Home Depot retail stores.

Inventory Management Solutions (StockWise)

HD Pro Institutional, powered by HD Supply, offers a suite of fully customizable tools to optimize the management of inventory for organizations through our Stockwise program. These solutions are designed to help improve inventory visibility for end-users, reduce product shrinkage, increase productivity and reduce carrying costs through an Organize, Manage, and Replenish model.

Each component can be customized to fit specific operational needs and goals. Our HD Pro Institutional Team, powered by HD Supply, can work closely with end-users to develop and implement individual components of the Stockwise Program.

- **Bin Labels** – Through our online Bin Label tool, end users can organize products by implementing Bin Labels and establishing Min/Max Levels for each product. Each color-coded label includes the product's part number, description, image, and barcode for quick and intuitive identification.



- **Shop Management Program (SMP)** – A solution that fits stock rooms of all sizes. It ranges from full on-site implementation of racking and bins to customizing a racking order to be installed. This comprehensive solution helps to reduce static inventory costs, manage min/max levels, and virtually eliminate stock-outs of high-use items.
- **Supplyware®** - This program is designed to address the inventory challenges that end-users face every day. It manages product inventory in multiple locations, providing visibility to stock levels and usage, and creates efficiencies—all in a cost-effective way. Supplyware can accompany any of our supply chain solutions or serve as a stand-alone software product.



- **Vendor Managed Inventory (VMI)** – HD Pro Institutional, powered by HD Supply, can offer complete inventory management programs from installing infrastructure to staffing. Spend requirements and/or service fees may be required for the VMI.

W. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

The company is involved in litigation matters from time to time in the ordinary course of business. Any publicly available information is located on the Securities and Exchange Commission website located at: <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

X. Felony Conviction Notice: Indicate if the supplier

- is a publicly held corporation and this reporting requirement is not applicable;**
- is not owned or operated by anyone who has been convicted of a felony; or**
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

HD Supply is owned by a publicly held corporation, and this reporting requirement is not applicable.

Y. Describe any debarment or suspension actions taken against supplier

The company is involved in litigation matters from time to time in the ordinary course of business. Any publicly available information is located on the Securities and Exchange Commission website located at: <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier

HD Pro Institutional, powered by HD Supply, has almost 50 years of experience supporting our customers in cleaning supplies, equipment and custodial-related products. With 12,000 Associates, 3,000 suppliers, 76 locations, and an expansive offering of over 150,000 curated, high-quality, name-brand and proprietary products, HD Pro Institutional, powered by HD Supply, is the leader in the cleaning supplies, equipment and custodial-related product industry.



Our commitment to promoting a cleaner, healthier and more productive environment in our customers' facilities begins with product selection. We stock thousands of products from popular national brands that offer reliability and performance. In addition to our wide array of national brands, our HD Pro Institutional, powered by HD Supply, exclusive brand products provide exceptional value on the industry's leading products with best-in-class manufacturer relationships that deliver high-quality exclusive brand product lines, designed to stretch budgets, reduce labor costs, enhance the health, safety and sustainability of facilities.

Through our broad selection of products and manufacturer relationships, we offer a full spectrum of janitorial and custodial items ranging from:

- Can Liners & Trash Bags
- Chemicals
- Cleaning Tools & Supplies
- Dispensers & Restroom Equipment
- Equipment & Equipment Parts
- Floor Matting
- Miscellaneous Cleaning Supplies
- Odor Control
- Paper Products
- Personal Protection
- Skin Care
- Waste Containment & Disposal
- Much More!

In addition to the SKUs stocked in our warehouses, our team can help source those hard-to-find items, custom items, or logo items. With our vast network of supplier partners, our special order team can help locate items to meet the diverse needs of Participating Agencies.

Additionally, HD Supply offers products in the following categories: MRO, Plumbing, HVAC, Electrical, Lighting, Appliances, Kitchen & Bath Cabinets, Floor & Window Coverings, Hardware, Tools, Material Handling, Safety & Signage, Paint & Sundries, Ground Improvement, and Pool Supplies.

HD Supply offers a wide variety of renovations and installation services in specific markets. Through this contract, HD Pro Institutional, powered by HD Supply, would offer dispenser installation and restroom upgrades.



B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

We are one of the nation's largest distributors of janitorial, custodial, and MRO supplies. We own both our distribution facilities and trucks and deploy and train our drivers. They are considered a vital component of our customer value proposition. With these significant assets, we typically provide delivery, on stocked items, throughout the continental U.S. within 24 - 48 hours upon receipt of orders.

Depending upon the distribution site and our customers' specific location, we may utilize UPS or an LTL (less than truckload) carrier for those agencies outside our normal delivery area or for remote customer locations. Please refer to question E below for additional details outlining the locations and details of our distribution centers.

All Participating Agencies will receive freight-free shipping within the 48 contiguous United States and Washington, D.C. for in-stock and catalog products that are not factory direct or extended inventory, as defined in the HD Supply catalog or online. Product that is shipped expedited or directly from the manufacturer to the property will include the appropriate freight charge.

C. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

HD Pro Institutional, powered by HD Supply, has a strong national presence that allows us to employ a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process... order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

HD Pro Institutional, powered by HD Supply, will ensure that Master Agreement Pricing is extended to Participating Agencies through customer specific coding within our operating system. This coding ties the Master Agreement pricing and Terms & Conditions to the customer. Whether an order is placed through our online ordering platform, over the phone or via email, the discounted pricing will be linked to the account through the coding.

Additionally, we will perform regular audits to ensure the discounted pricing is compliant with the Master Agreement.



D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

HD Supply has a fleet of 1,200 HD Supply branded vehicles, with an additional 600+ vehicles on order. HD Supply may use third-party LTL carriers for remote areas and occasional larger orders. Likewise, if orders are drop-shipped directly from a manufacturer to an end-user, third party carriers will deliver the product.

E. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

HD Pro Institutional, powered by HD Supply, has 76 distribution centers dedicated to cleaning supplies, equipment and custodial related products.

HD Pro Institutional warehouse locations and size are as follows:

City	State	SQFT
San Bernardino	CA	314990
Jacksonville	FL	331000
Levittown	PA	384000
LaVergne	TN	317085
Levittown	PA	57600
Langhorne	PA	228248
LaVergne	TN	98700
Jacksonville	FL	58052
Jacksonville	FL	119300
Alabaster	AL	47300
Huntsville	AL	45382
Phoenix	AZ	90000
Bakersfield	CA	49699
Commerce	CA	180573
Sacramento	CA	96658
San Jose	CA	103140
Aurora	CO	220000
Fort Myers	FL	32038
Jacksonville	FL	105350
Pompano Beach	FL	130000

City	State	SQFT
Rural Hall	NC	57000
Omaha	NE	101584
North Las Vegas	NV	64800
Brentwood	NY	53000
Columbus	OH	67364
Tulsa	OK	36000
Eugene	OR	16180
Gresham	OR	44854
Beaver Falls	PA	55000
Piedmont	SC	84000
Summerville	SC	22825
West Columbia	SC	50400
Bristol	TN	57600
El Paso	TX	42837
Fort Worth	TX	260429
Grand Prairie	TX	133245
Houston	TX	156800
Houston	TX	82320
Paris	TX	56226
San Antonio	TX	19200



City	State	SQFT
Orlando	FL	42000
Rossville	GA	45799
Doraville	GA	216636
Davenport	IA	19200
Herrin	IL	47952
Lombard	IL	178567
Peoria	IL	69957
Fishers	IN	103080
Shawnee	KS	85638
Louisville	KY	125370
Harahan	LA	60000
Auburn	MA	209935
Farmington Hills	MI	187235
St. Paul	MN	134345
Charlotte	NC	74400

City	State	SQFT
Draper	UT	20000
Richmond	VA	149040
Kent	WA	148550
Port Angeles	WA	19700
Spokane	WA	25400
Yakima	WA	34300
Bluefield	WV	100000
Huntington	WV	32279
San Antonio	TX	12800
Sacramento	CA	69854
Pompano Beach	FL	46800
San Jose	CA	38401
Pompano Beach	FL	29761
Orlando	FL	28102
Auburn	MA	41314
Tampa	FL	13453

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier’s primary go to market strategy for Public Agencies to supplier’s teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- ii. Training and education of Supplier’s national sales force with participation from the Supplier’s executive leadership, along with the OMNIA Partners team within first 90 days**

HD Pro Institutional, powered by HD Supply, has over 450 dedicated, experienced sales representatives on staff covering the United States. Additionally, the dedicated Account Management team includes John Pettinelli, Director of Government Solutions and Becky Newell, National Sales Manager.



This team’s primary role is to manage daily needs and serve as main points of contact for the contract nationwide for OMNIA Partners, Participating Agencies and within the HD Pro Institutional, powered by HD Supply, organization.

OMNIA Partners will continue to have a dedicated National Account team to oversee implementation, communication, and account management nationally.

HD Pro Institutional, powered by HD Supply, understands that Marketing and Sales training are integral to the success of this program. Therefore, we are submitting the following 90-day plan for awareness, internal marketing, and sales training:

Ninety-Day Plan Highlights for Implementation as Supplier’s Primary Go To Market Strategy for Public Agencies Nationwide

OMNIA Partners will continue to have a dedicated National Account team to oversee implementation, communication, and account management nationally.

- **John Pettinelli – Director of Government Solutions**
- **Becky Newell – National Sales Manager**
- 450 experienced sales representatives covering the U.S.

Days	Days
<p>Days 1 - 30</p> <p>Week 1</p> <ul style="list-style-type: none"> • Kick-off video from HD Supply executive leadership members directed to all appropriate sales associates <p>Week 2</p> <ul style="list-style-type: none"> • Custom email from leadership to sales associates indicating executive sponsorship and providing direction on upcoming training from the National Team <p>Weeks 3 - 4</p> <ul style="list-style-type: none"> • Sales collateral materials updated, created, and distributed outlining the contract details <p>9/1/22 - 9/30/22</p>	<p>Days 31 - 90+</p> <ul style="list-style-type: none"> • In-person training courses to educate on details of the contract • As new hires come on board, training on this new contract will be incorporated into the onboarding process with the OMNIA Partners overview • National Account Team will coordinate regional training with the OMNIA partners regional program managers for localized training • Semi-annual trainings with all stakeholders related to OMNIA to reeducate sales to availability and benefits of OMNIA Partners contract <p>10/1/22 – 11/30/22 (and beyond)</p>

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. **Creation and distribution of a co-branded press release to trade publications**
- ii. **Announcement, Master Agreement details and contact information published on the Supplier’s website within first 90 days**
- iii. **Design, publication and distribution of co-branded marketing materials within first 90 days**



- iv. **Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
- v. **Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**
- vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
- vii. **Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**
- viii. **Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:**
 - **OMNIA Partners standard logo;**
 - **Copy of original Request for Proposal;**
 - **Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;**
 - **Summary of Products and pricing;**
 - **Marketing Materials**
 - **Electronic link to OMNIA Partners' website including the online registration page;**
 - **A dedicated toll-free number and email address for OMNIA Partners**

HD Pro Institutional, powered by HD Supply, has extensive expertise in the development, launch and growth of national programs and a successful and long-standing relationship with OMNIA Partners creating co-branded, customer-facing microsites and tailored communications. All marketing is geared to support the ongoing expansion of the Master Agreement to additional participating agencies.

Below please find highlights of our 90-Day plan for marketing the Master Agreement to current and prospective agencies nationwide.



Ninety-Day Plan Highlights for Marketing Master Agreement to Current & Prospective Agencies

Days	Days
<p>Days 1 - 30</p> <ul style="list-style-type: none"> Joint press release Announcement of master agreement on HD Pro Institutional customized OMNIA Partners website https://usc.supplyworks.com/ <p>Week 1</p>	<p>Days 31 - 90+</p> <ul style="list-style-type: none"> Ongoing development of online assets to support customer business objectives Event marketing assets and support as appropriate Attendance at national, regional, and supplier-specific trade shows, conferences and meetings that OMNIA Partners is also attending Attendance and participation at the NIGP Annual Forum National and regional advertisements in trade publications promoting the contract Updates and enhancements to microsite throughout the term of the agreement. Ongoing marketing of master agreement (case studies, collateral, presentations, promotions, etc.)
<p>Weeks 2 - 3</p> <ul style="list-style-type: none"> Participating Agencies access to microsite with dedicated: <ul style="list-style-type: none"> OMNIA Partners home page toll-free phone number for inquiries email address online website with access to view all items and the contracted pricing link to OMNIA Partners website sales materials and case studies 	
<p>Week 4</p> <ul style="list-style-type: none"> Tailored customer webinar to announce contract with Fresno Unified School District and OMNIA Partners <p>9/1/22 - 9/30/22</p>	<p>10/1/22 – 11/30/22 (and beyond)</p>

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

HD Pro Institutional, powered by HD Supply, will comply with the terms outlined in the OMNIA Partners Administration Agreement. The leadership team referenced in the proposal value the successful foundation of this relationship and recognizes that continuing to champion the Master Agreement within our sales organization will provide the maximum benefit to both participating agencies and the supplier.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

HD Pro Institutional, powered by HD Supply, understands and will meet this requirement.



E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- I. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- II. Best government pricing**
- III. No cost to participate**
- IV. Non-exclusive**

HD Pro Institutional, powered by HD Supply, will comply with the terms outlined in the OMNIA Partners Administration Agreement. HD Pro Institutional, powered by HD Supply, has submitted competitive offerings that will provide the maximum benefit to both participating agencies and the supplier and will champion the Master Agreement.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include

- iii. Key features of Master Agreement**
- iv. Working knowledge of the solicitation process**
- v. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- vi. Knowledge of benefits of the use of cooperative contracts**

HD Pro Institutional, powered by HD Supply, understands and will meet this requirement.

We understand and commit to training the HD Pro Institutional, powered by HD Supply, salesforce on how to present the OMNIA Partners Master Agreement to agencies. The leadership team outlined in the proposal will work diligently to ensure all HD Pro Institutional, powered by HD Supply, sales representatives are trained on the benefits of the program, beyond just offering competitive pricing to participating agencies. An updated toolbox will be made available to our entire sales team with all documents, co-branded marketing material and additional information to effectively market the Master Agreement nationally.

We agree and encourage the regular review of performance relative to the contract, and our leadership team will commit to attending these reviews.



G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

Telephone Numbers for all listed below (except Primary Contact, Alyssa Steele) has been marked **CONFIDENTIAL** by HD Supply.

i. Executive Support:

Alyssa Steele, Chief Customer Officer, Alyssa.Steele@hdsupply.com

Ph: 770.261.5686

ii. Marketing:

Rebecca Charles, VP of Marketing, Rebecca.Charles@hdsupply.com

Ph: **CONFIDENTIAL** [REDACTED]

iii. Sales:

John Pettinelli, Director of Government Solutions, John.Pettinelli@hdsupply.com

Ph: **CONFIDENTIAL** [REDACTED]

iv. Sales Support:

Becky Newell, National Sales Manager, Becky.Newell@hdsupply.com

Ph: **CONFIDENTIAL** [REDACTED]

v. Financial Reporting:

Becky Newell, National Sales Manager, Becky.Newell@hdsupply.com

Ph: **CONFIDENTIAL** [REDACTED]

vi. Accounts Payable:

Gail Davis, Senior Accounts Payable Manager, Gail.Davis@hdsupply.com

Ph: **CONFIDENTIAL** [REDACTED]

vii. Contracts:

Craig Hodges, VP of Institutional, Craig.Hodges@hdsupply.com

Ph: **CONFIDENTIAL** [REDACTED]

-----END of **CONFIDENTIAL** Section-----

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

HD Supply's national salesforce is made up of approximately 1,800 salespeople supporting key verticals of Multifamily, Institutional, Trades, Healthcare, Hospitality, and Government Housing and is led by HD Supply's Chief Customer Officer, Alyssa Steele. She can be reached at Alyssa.Steele@hdsupply.com or 770.261.5686.



The HD Pro Institutional vertical, powered by HD Supply, has over 450 Field Account Representatives and Inside Sales Professionals across the Country supporting the Home Depot Pro Institutional Customer Base. There are three Regional Directors that oversee this Sales Team, and they report directly to Craig Hodges – VP of Sales – Institutional.

Our Sales Team also has a strong network of Sales Support Professionals who assist with projects and customer care requests by working with our internal departments for best-in-class support.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

HD Pro Institutional, powered by HD Supply, is committed to working in tandem with OMNIA Partners to promote the Fresno Unified School District/OMNIA program as a strategic part of government procurement that delivers superior value and savings for Participating Agencies nationwide. HD Pro Institutional, powered by HD Supply, will work in conjunction with the OMNIA Partners sales team to promote the Fresno Unified School District/OMNIA program to Participating Agencies through initiatives that may include:

- Individual sales calls with Participating Agencies
- Joint sales calls on specific targeted Participating Agencies
- Communications/customer service calls and training
- Joint training sessions for Participating Agencies
- Regional training sessions for the Home Depot Institutional team, powered by HD Supply
- Training sessions for the OMNIA inside sales team

The HD Pro Institutional marketing team, powered by HD Supply, will work in conjunction with the OMNIA Partners marketing team to promote the Master Agreement through channels that may include:

- Marketing collateral (print, electronic, email, presentations)
- Website
- Trade shows/conferences/meetings
- Advertising and Social Media



I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

HD Pro Institutional, powered by HD Supply, commits to aggressively market the Master Agreement to Participating Agencies and that its salesforce will be trained, engaged, and committed to offering the Master Agreement to Participating Agencies. The HD Pro Institutional, powered by HD Supply, approach to supporting a contract of this size and significance spans across our organization to ensure focus, and the seamless execution and ongoing management of our Fresno Unified School District/ OMNIA Partners contract. These groups include:

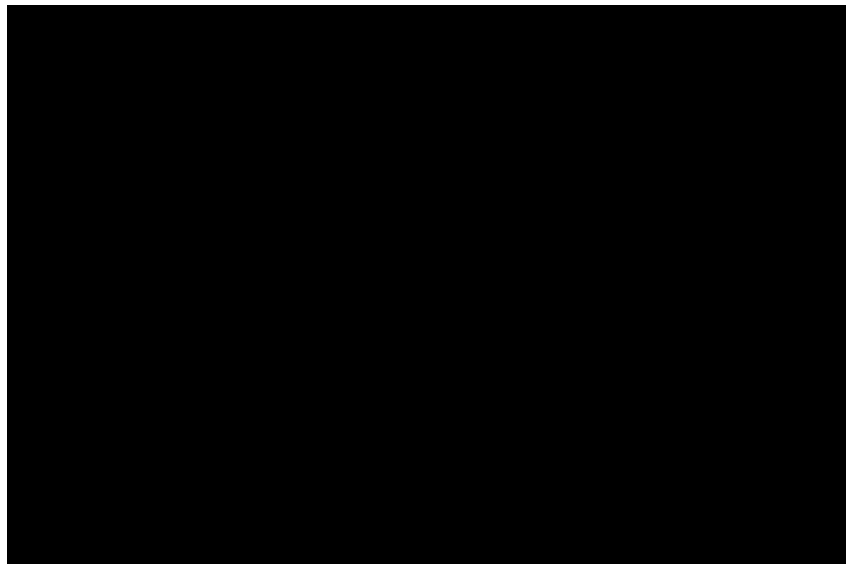
- **Marketing:** HD Pro Institutional, powered by HD Supply, commits to regular meetings and reviews with the OMNIA Partners Marketing Team to discuss opportunities to promote the contract nationally. Additionally, HD Pro Institutional, powered by HD Supply, will leverage our existing relationships with customers to complete customer case studies and white papers outlining the benefits of the contract.
- **Sales:** The HD Pro Institutional, powered by HD Supply, sales team will be responsible for the implementation of the Fresno Unified School District contract. This dedicated team will work closely with our local Field Account Representatives, as well as our Inside Sales Representatives, ensuring all teams are properly trained to service Agencies participating in the Fresno Unified School District/OMNIA Master Agreement. Training includes webinars highlighting the details of the program and how to position the Fresno Unified School District offering to Agencies. Sales team training will be a continuous process, commencing with the contract implementation and continuing through the term of the contract, including any renewals and extensions.
- **Merchandising:** The HD Pro Institutional, powered by HD Supply, Merchandising Team will work closely with the sales team to introduce new products and innovative solutions into the offering. This also includes updating the team on sustainable and green solutions that can be highlighted to Participating Agencies.
- **Dedicated Customer Care Team:** HD Pro Institutional, powered by HD Supply, offers a dedicated Customer Care phone number for Participating Agencies to use for inquiries. This group is trained on the details of the OMNIA Partners contract and has regular communication and training. Participating Agencies can use this phone number for assistance with account set up, order inquiries, online ordering set up, and much more.



J. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

In order to respond to the question stated above, HD Pro Institutional, powered by HD Supply, provides a sampling of our Public Agency customers below. Due to the nature of the relationship fostered between HD Pro Institutional, powered by HD Supply, and our customers, we promise to be great custodians of their records and information. This limits our ability to provide any further information in this response. However, if any further information is needed from the Fresno Unified School District, HD Pro Institutional, powered by HD Supply, would be happy to discuss upon request.

The following information has been marked **CONFIDENTIAL** by HD Supply.



-----END of **CONFIDENTIAL** Section-----

K. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

To support our customers, HD Pro Institutional, powered by HD Supply, operates support centers throughout the U.S with over 130 experienced customer care representatives trained on all product categories and product offerings. This virtual call center model provides advanced routing, staffing, and reporting. Currently, this platform will be upgraded to expand center capabilities to include online chat, instant messaging, and a platform for additional automated customer support services.



Orders are accepted in a variety of formats: customer service placing orders via our order entry system, special orders, fax, email, website ecommerce, EDI, and punchout cXML web services. Each method of entry utilizes one common set of validation rules contained in our ordering and inventory management platform. This ensures that inventory availability and customer specific pricing are consistent regardless of how the order is placed by the customer.

Inventory Control

Product Managers are responsible for the lifecycle of the product, including bringing innovative products to our customers. We utilize a best-of-breed replenishment software solution to manage customer demand by location to ensure high fill rates are met. HD Pro Institutional, powered by HD Supply, utilizes state-of-the-art supply chain management software for inventory visibility coming into and moving across our network. Supported by our Product Managers, we can manage fill rates and ensure product is on hand for customers when needed.

Delivery

HD Pro Institutional, powered by HD Supply, delivers packages to our customers using our private fleet, parcel, and LTL services. Our fleet of local delivery trucks is outfitted with proof of delivery devices with the ability to track a package from shipping to delivery. We track various delivery milestones that are communicated back to our warehouse management system. This capability allows us to report delivery status to the customer as needed through our customer service team. We track when packages are placed on a truck for shipment and when packages are delivered. We obtain an electronic customer signature as well as identify any discrepancies in the number of packages delivered versus shipped. This process also monitors returns. Customers can view proof of delivery on our ecommerce website and on a punch-out.

- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).**

\$ _____ .00 in year one

\$ _____ .00 in year two

\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While HD Pro Institutional, powered by HD Supply, does not guarantee sales, we look forward to continuing to grow the business for the benefit of all parties.



M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

VIII. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

IX. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

X. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

XI. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

HD Supply will operate fully within the OMNIA Partners Administration Agreement.

Attachment 4 to Staff Report 2024-01927

CONTRACT #: **PRC003293**

CONTRACT NAME: **Janitorial Supplies and Equipment (Citywide)**

AGREEMENT TERM: Through 8/31/2027.

AUTHORIZED RENEWALS: City may choose to renew if the cooperative contract is renewed

LEAD AGENCY & SOURCING EVENT: Region 10 ESC #R10-1138

DEPARTMENT: Finance

DIVISION: Procurement



CITY OF SACRAMENTO ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PURCHASE AGREEMENT

The City of Sacramento ("City") and **IMPERIAL BAG & PAPER CO. INC.** ("Contractor"), hereby agree to these Additional Terms and Conditions ("Additional Terms"), effective January 1, 2025.

WHEREAS, Contractor entered into Contract No. **R10-1138A** for janitorial supplies and equipment with the **EQUALIS GROUP**, dated 6/23/2022 ("Cooperative Contract"), in which Contractor agreed to sell **JANITORIAL SUPPLIES AND EQUIPMENT** to governmental agencies that are members of **EQUALIS GROUP'S** Cooperative Purchasing Program ("Participating Public Agencies"); and

WHEREAS, the City wishes to purchase janitorial supplies and equipment, pursuant to the terms of the Cooperative Contract and these Additional Terms.

NOW THEREFORE, Contractor and the City agree as follows:

1. The City shall have all the same rights and obligations as **EQUALIS GROUP** under the Cooperative Contract. The terms of the Cooperative Contract shall apply to purchase orders and shall control over any contrary terms included in quotations or purchase orders.
2. Contractor agrees that in-stock supplies or equipment shall be delivered to the City no later than **Two (2)** days after receipt of the order. Contractor will notify the City Buyer in writing if supplies or equipment that they are ordering are not in stock and will give a written estimate of the price, including shipping charges, and the anticipated delivery date to the City.
3. 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 contract supplement and bind Contractor to the terms hereof.
4. 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 required under the Agreement, as supplemented and modified by these Additional Terms.



Region 10 ESC

Experience the Power of 10

August 18, 2022

Network Services Company
Daniel Ceko, Treasurer and Legal Counsel
1100 E. Woodfield Road, Suite 200
Schaumburg, IL 60173

Re: RFP # R10-1138 Janitorial & Facility Supplies

Dear Mr. Ceko:

Congratulations! The Education Service Center Region 10 Board of Directors met on Wednesday, August 17, 2022 and awarded the RFP #R10-1138 Janitorial & Facility Supplies to Network Services Company.

Your contract number will be R10-1138A. This contract will become effective on September 1, 2022 and will have an initial term of three (3) years with two (2) optional one year renewals.

Thank you for submitting your response. We look forward to working with you.

Regards,

Sue Hayes
Chief Financial Officer



June 23, 2022

Attn: Region 10 ESC

Re: Janitorial & Facility Supplies
Request For Proposal
#R10-1138

Thank you for accepting Network Distribution's response to this RFP.
It is a pleasure to work with Region 10 ESC and Equalis Group .

If you have any questions regarding the attached documents, please reach out for clarity.

Regards -

Jennifer Eichorn
Proposals Manager

224.361.2094
jeichorn@networkdistribution.com

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Network Services Company DBA Network Distribution (<i>Network</i>)
	<i>What is the mailing address of your company's headquarters?</i>	1100 E Woodfield Road Suite 200 Schaumburg IL 60173
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Martha Renkoski, Corporate Account Director, mrenkoski@networkdistribution.com, 224.361.2036 Jennifer Eichorn, Proposals Manager, jeichorn@networkdistribution.com, 224.361.2094
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes.
	<i>Does pricing submitted include the required administrative fee?</i>	Yes.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	<i>Network</i> offers various volume discounts for minimum order quantities. Equalis members can consolidate purchases in order to take advantage of volume discounts to meet minimums when a single delivery location is designated. On occasion, manufacturers offer <i>Network</i> volume discounts at which time <i>Network</i> would offer those savings to Equalis member locations that could handle those volume quantities. <i>Network's</i> local distributors can offer up additional discounts tailored to the needs of individual purchasers based on volume and product mix. These opportunities for our distributors to customize programs, based on volume or other specific buys, are part of <i>Network's</i> unique power of local - which provides not only expertise and individualized customer service, but direct knowledge about individual PPA's. Annually, Region 10 and <i>Network</i> will work together to evaluate purchasing trends to identify opportunities.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes. The attachment B pricing categories are a representation of <i>Network</i> offerings. Region 10 end participating agencies will have access to a wide variety of manufacturers, items, and services through our local distribution centers, who can customize programs and offerings as needed.

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
	<p><i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i></p>	<p><i>Network</i> will utilize a discount off list price model based on a combination of the manufacturer and <i>Network</i> published list price for Region 10 as shown on Attachment B. In many cases a manufacturer list price is not available. Quoted prices and subsequent product additions and price changes are based on <i>Network</i>'s cost with supported letters from the manufacturer in cases of increase or decrease.</p> <ul style="list-style-type: none"> • The discount percentages listed on Attachment B will remain firm for the life of the contract. • Discounts are listed by product category. • <i>Network</i> Distribution will establish a file location upon award and provide it to Region 10. <p>For each participating agency, <i>Network</i> will offer a customized core list, reflective of the needs of the individual agency. Those prices will reflect the appropriate discount which will result in a not-to-exceed dollar figure. These prices will be based on negotiated product costs from our manufacturers. In addition to the discount off list schedule, <i>Network</i> can provide Region 10 with a Core List of top-selling items that will reflect the net price of items most frequently purchased by participating agencies; these would be the items with the most aggressive pricing providing the greatest value to participants.</p> <p>This offer includes pricing offered exclusively for Region 10/Equalis. Participating public agencies receive the benefit of the aggregate spend of Equalis Group members.</p> <p>A customer may choose to engage in a fixed cost approach to procuring janitorial supplies and related equipment. Those supplies may be a combination of core and non core items. Pricing for this program may be based on square footage, building occupancy, or a combination of both and will be compliant with contract guidelines.</p> <p><i>Network</i> monitors competitive pricing and product mix annually. We agree to negotiate in good faith to lower any prices that are misaligned with the market. Misalignment with the market is determined by feedback from contract participants, lost opportunities, and/or other market intelligence as received or gathered from any source.</p>
	<p><i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i></p>	<p>Various invoicing methods are available depending on the needs of Region 10. These include electronic consolidated invoicing and EDI or other electronic invoicing. Payment may be submitted via electronic funds transfer (EFT), bank check, automated clearing house(ACH), EDI 820 remittance, or other electronic formats. Credit cards may be submitted at time of purchase and will be subject to an additional handling fee.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p>No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination</p>	

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
<p>Performance Capability (25 Points) Demonstrated ability to provide best-in-class products and services to the Equalis Group membership</p>	<p><i>Please provide an overview of your products and services. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i></p>	<p><i>Network</i> manages national programs for corporate account customers across the U.S. Operating over 700 distribution facilities throughout North America, Canada, Mexico, Puerto Rico and the U.S. Virgin Islands. <i>Network</i> provides a broad product selection, having built strategic alliances with the industry’s best in class manufacturers for more than 50 years. Our award winning technology platform and dedication to superior customer service to more than 1,300,000 customer locations are only some of the advantages <i>Network</i> offers to corporate account customers.</p> <p><i>Network</i> focuses mainly on five specific business segments: Commercial Real Estate/Building Services, Healthcare, Foodservice, the Hospitality and Industrial Packaging corporate accounts. Our strength is in these segments, utilizing our programs and products in the following categories: Janitorial supplies - including towel & tissue, can liners, hand soaps and sanitizers, chemicals, janitorial housekeeping supplies, janitorial equipment sales and personal & safety products; as well as food service disposables, industrial packaging, segment and/or customer specific products, etc. We have also worked with several government agencies which have expressed the desire and need for additional security measures. Therefore, in select areas, <i>Network</i> is able to offer document shredding as service. Additionally, we can customize programs to meet individual needs such as indoor air quality, specialty equipment service and repair. We suggest speaking with your local representative, should this option be of interest.</p> <p>Our programs provide Flexibility, Accountability and Expertise, as compared to one-size-fits-all models. Collaboratively we work together to find the solutions that best fit your needs. We can suggest a menu of options and you select the programs you wish to utilize as we guide you through the development of a customized distribution program.</p> <p><i>Network</i> locations across North America stock a complete line of cleaning supplies, facility products, food service disposables, restaurant supplies, packaging, safety, laundry and other categories that are essential for the daily operations of all facilities. With over \$4.5 billion in annual sales we are one of the largest suppliers in the category and offer a complete array of products and services including:</p> <ul style="list-style-type: none"> ▪ Carpet Care ▪ Cleaning Chemicals ▪ Cleaning Supplies including tools, accessories, brushes, receptacles, and equipment ▪ Custodial equipment: floor sweepers, scrubbers, extractors, vacuums, burnishers, pressure washers, air blowers/dryers, parts (belts, brushes, wheels, filters, pads, batteries, chargers, detergents, and other replacement parts and supplies) ▪ Dilution Control & Chemical/Dilution Stations /Systems ▪ Document shredding ▪ Facility Maintenance Products ▪ Floor Equipment ranging from vacuums to scrubbers and all other equipment ▪ Food Service Disposables ▪ Food Service Heavy Equipment: Freestanding products, with or without a utility used for the preparation, holding, or storage of food or beverage products in the Foodservice industry. Foodservice Heavy Equipment shall have a 3rd party certification for approved commercial use ▪ Furniture ▪ Green Products & Supplies with Ecologo and Green Seal certifications ▪ Hard Floor Care and Maintenance ▪ Indoor Air Quality equipment, filters and supplies including air purifiers ▪ Industrial Paper and Dispensers ▪ Institutional and Industrial Laundry and Kitchen ▪ Material Handling Products ▪ Matting ▪ Microfiber Cleaning Products

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
		<ul style="list-style-type: none"> ▪ Personal Care & Safety Products ▪ Private Label ▪ Repair Parts and Supplies ▪ Restroom Care ▪ Skin Care ▪ Smallwares: Portable, multiple-use manual or motor-driven food or beverage preparation tools used in the Commercial Foodservice industry ▪ Tabletop: Multiple-use service ware and display products used by individuals or groups for food or beverage consumption or decoration in the Commercial Foodservice industry. ▪ Waste and Recycling <p>For a look at <i>Network's</i> core Products visit : https://us.networkdistribution.com/products/</p>
	<p><i>Please outline any other services you provide such as consultation, software, equipment rentals, financial services, etc.</i></p>	<p><i>Network's</i> value is the strength of the services we provide, from Training to equipment service and repair. <i>Network</i> provides local expertise to benefit each purchasing location. Our local distributor sales representatives are responsible for establishing relationships with their customers, exploring what unique needs they may have, establishing order guides and replenishment criteria, anticipating order/delivery days, determining regularity of visits with the customer, and scheduling site specific training as needed. The opportunities are many, depending on specific customer needs.</p> <p>In summary, <i>Network</i> places top priority on our "Value Added Services" offering. We are a proven and dependable business partner to multiple national account customers due to our strong foundation of consultative selling, always anticipating the customers' needs, and developing the corresponding support programs. The cornerstone of our successful strategy is the multitude of Value-Added Services that we provide, day in and day out. Value-added services continue to be a mainstay in our partnership contract. The final goal of our contract is to not only provide quality products delivered at the most efficient scale of ability, but to also provide Members and potential participating agencies with solutions to the many challenges they are faced with on a daily basis within the general scope of work of this solicitation.</p> <p>Here is a high-level summary of our offering where services available for customers include:</p> <ul style="list-style-type: none"> ▪ Manufacturer Reduction / Product Standardization ▪ Cost of Acquisition/Procurement Savings ▪ Cost of Procurement Savings ▪ Commitment to "Green/Sustainability"-LEED Support, exclusive partner with Building Wellness Institute ▪ Centralized Ordering & Billing ▪ Facility surveys ▪ Program / Product Recommendations and testing ▪ On-site product and program training ▪ Facilities ▪ Warewashing ▪ Nutrition ▪ Laundry ▪ Equipment (kitchen, floor care, etc.)

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
		<p>Customer Training manuals:</p> <ul style="list-style-type: none"> ▪ EVS Cleaning – LTC ▪ EVS Cleaning – Acute Care ▪ Cleaning for Norovirus ▪ Cleaning Guest Rooms ▪ Cleaning Public Restrooms ▪ HACCP Awareness ▪ Bed Bug Awareness ▪ Dietary Cleaning - LTC ▪ Laundry Processes ▪ C.Diff Awareness ▪ Customized training manuals as needed <p>Ongoing product/program development:</p> <ul style="list-style-type: none"> ▪ New product implementation ▪ Dispenser installments /training ▪ Product testing / samples <p><i>Network</i> has a complete suite of facility, foodservice, janitorial and safety training programs. Our toolbox approach is designed for us to curate the perfect set of solutions. From the top level we start by gather and evaluating data, then work with your management team to establish benchmarks and goals. Finally, we collaborate with each site to train and implement the programs. A few of our core capabilities include: Job work loading software, Customizable job cards and wall charts, Cost calculators, Web based training modules, Web based custodial management quality control tools with report generator, Group webinar events, Custom website specific to Equalis programs with individual user logins, On-site training provided by industry trained and certified associates, Training certification for Risk Management and Employee Documentation, Local product innovation tradeshows</p> <p>Customer Visits to Our Facilities: Our distributors host numerous events throughout the year to better educate their customers regarding best practices and regulatory updates. We employ experts in a variety of roles, whether it is in Floor Care or workflow issues, paired with our long-term relationships with leading manufacturers. What better way to share our knowledge than to invite you in!</p> <p><u>Open Houses and Trade Shows:</u> These events are designed to educate our customers about their various product and equipment options available, based on our vast network of manufacturers' resources. Typically scheduled for a half-day, <i>Network</i> will create a schedule for our manufacturers to conduct a focused presentation on a hot topic, followed by Vendor Fair where the customers can see a greater variety of equipment and products, ask questions, and learn from the experts.</p> <p><u>Seminars:</u> Training, workshops, in-servicing, equipment and product demonstrations are all value adds that we provide to customers. In addition to training scheduled as needed, we also establish training schedules quarterly, semi-annually and annually to maximize customer employee education. Often times our training qualifies for CEU points.</p> <p><u>Local Chapter Meetings:</u> As an example of our close relationship and support of various associations for public professionals, in Glendale, Wisconsin, we have hosted the Wisconsin SNA (School Nutrition Association of Wisconsin) chapter meetings. We have a spacious event center/showroom as part of many of our facilities appropriate for this type of functions. Additionally, Boelter is a gold sponsor for the SNA of Wisconsin and one of the top Boelter sales managers sits on the board for the SNA of Wisconsin, Anne Stern.</p> <p>For additional services detail, visit: https://us.networkdistribution.com/services/</p>

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
History of meeting the shipping and delivery timelines	<p><i>Outline the method in which your products are delivered to customers, including whether your products are provided through dealers or distributors and how you work with those dealer/distributors.</i></p>	<p><i>Network</i> is a distribution organization with over 700 locations across the U.S. <i>Network</i> is 100% distributor owned - and as owners, each <i>Network</i> local distributor is uniquely invested in providing consistency to deliveries, the highest level of service, and integrity of all interactions from sales to delivery. Every distributor has signed a Business Practice Agreement outlining the parameters that must be met in order to successfully service National Accounts.</p> <p>There are more than 32,000 U.S. employees at our warehouse and operations centers and an additional 7,500 outside sales people across North America plus 75 Corporate Account Champions located at each of our distributors whose purpose is to administer and support our global corporate account initiatives. Within the state of Texas alone, <i>Network</i> has over 439,073 sq. ft. of warehouse space, and over 400 total employees, with more than 150 distributor sales reps. For over 54 years, <i>Network</i> has purchased directly from the industry's best-in-class manufacturers to provide timely delivery across our footprint.</p> <p>The customer will place order directly with the closest <i>Network</i> distribution center, which allows for direct access, in market inventory, and the opportunity for better service and customer understanding with a local presence.</p>
	<p><i>Indicate the typical timeframe for products to be received after an order is placed. Outline how you work with customers to schedule shipping time frames.</i></p>	<p><i>Network's</i> standard lead time for core items is next business day delivery for orders entered prior to order cut-off the previous business day. Exceptions would be non-core (special order) items, spot buys, items purchased in excess of typical order quantities, etc. <i>Network's</i> local distributor sales representatives are responsible for establishing relationships with their local customers, understanding unique needs such as anticipated order/delivery days, shipping communications, and more.</p>
Return and restocking fees, shipping charges, and all other fees (must be included in pricing worksheet if applicable)	<p><i>Describe your process for handling customer returns, including any associated fees or charges</i></p>	<p>Items returned due to customer error will be charged a 15% restocking fee. If the return is a result of distributor error, the restocking fee will be waived. All returned products must be in the original container, in resalable condition and usable prior expiration date of the product. All returns must be made within 90 days of delivery date . Prior return notification is required.</p>
	<p><i>Is there a minimum order amount before a delivery is made? If so, please indicate that amount.</i></p>	<p>Minimum order size \$750; \$75 fee for orders below minimum.</p>
	<p><i>Outline any other charges or fees that may be incurred by customers. Were all charges and fees listed in Attachment B – pricing worksheet?</i></p>	<p>Non-Conus sites may be subject to a 20% premium for freight and any tariffs or additional fees. Any items or shipments considered oversized that may require additional handling or freight may incur additional charges. All areas qualify to receive fulfillment of orders, however, depending on exact ship-to location, which are unknown at this time, remote locations could be charged freight for order deliveries. Any such locations would be disclosed and mutually agreed upon prior to any order shipments. Shipment required outside of regular business hours/weekends, may incur additional delivery charges which will be disclosed prior to any order shipments.</p> <p>Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.</p>

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
Response to emergency orders and requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	<p><i>Network</i> is especially suited to support emergency orders through our local distribution model. Emergency and rush orders are available, possibly with same-day delivery options, depending on when the order is placed. These orders can be phoned in to the local distributor if electronic order entry will not provide the needed response/delivery time. Emergency orders may incur specific delivery fees, which are a pass-through of courier fees and will require written location approval prior to order processing.</p> <p><i>Network</i> serves over 1.3 million end-user locations through 700+ distribution facilities across North America. Each distribution center warehouses a core set of jan-san, housekeeping, industrial packaging, and safety products. In the event of a disaster that renders a distribution center unable to meet a location's required level of service, we engage our business continuity plan to direct orders to the nearest <i>Network</i> distributor to fulfill product needs. In addition, every distributor has a formal Emergency Preparedness Plan that they immediately implement during natural disasters, inclement weather, etc. Our priority is making sure that our customers are serviced in a timely and accurate manner, even under the most challenging of circumstances.</p>
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	<p><i>Network's</i> Customer Service structure is multi-layered. <i>Network</i> Corporate Headquarters provides a dedicated Corporate Account Specialist and to help resolve issues or respond to corporate program inquiries. Both corporate and local phone support are available Monday through Friday, 8:00 a.m. to 5:00 p.m. in each respective time zone. The <i>Network</i> Corporate Account Director is the point-of-contact outside of normal business hours, the act as key Region 10 contact.</p> <p><i>Network</i> prides ourselves in our extensive distribution system, with over 700 distribution locations, providing coverage to all 50 states. Approximately 95% of our distribution locations are supported with a full support staff, including customer service and product advisory support. Equalis customers will have access at every level of support available, from product inventory assistance, to product recommendations and training, to LEED support and regulatory training. Customer Service is readily available during traditional business hours. Emergency and after hours contact information will be provided.</p>
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	As a private corporation, <i>Network</i> does not disclose financial statements or specific financial information to individuals or entities. We would welcome a meeting with your senior financial staff to walk through the unique aspects of our business. For more info or to schedule a review, please contact Mike Johnson, CFO at 224-361-2233.
	<i>What was your annual sales volume over last three (3) years?</i>	As a private corporation, <i>Network</i> does not disclose financial statements or specific financial information to individuals or entities. We would welcome a meeting with your senior financial staff to walk through the unique aspects of our business. For more info or to schedule a review, please contact Mike Johnson, CFO at 224-361-2233.

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
Capabilities related to ordering, returns and reporting	Provide relevant information regarding your ordering process, reporting process. Include any specific consultation you provide to customers during this process.	<p><i>Network</i> will fully comply with Equalis' reporting requirements. The goal of all reporting is to assist The Equalis Group, Region 10 ESC, and participating agencies in analyzing total spend to better make decisions that can increase revenue, improve outcomes and reduce waste.</p> <p><i>Network</i> needs to fully understand the exact needs and expectations of future locations to define the appropriate ordering options. Below are some examples.</p> <p>Ordering options include:</p> <ul style="list-style-type: none"> • <i>Network's</i> Marketplace online ordering system • EDI • Phone to local <i>Network</i> distributor • Local <i>Network</i> distributor ordering system • Fax/e-mail to local <i>Network</i> distributor • Integration with other platforms <p>Marketplace is <i>Network's</i> web-based order entry system. This user friendly procurement tool ensures a simple, intuitive ordering process and customized reporting. Marketplace is supported by a long list of capabilities that focus on controlling costs.</p> <ul style="list-style-type: none"> • Customer specific catalogs • Budgeting and order approval options • Sophisticated reporting capabilities • Simple search capabilities • Quality product images and item detail • Personalized favorite lists • Optimized for mobile devices
Training & Implementation	Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.	<p><i>Network's</i> power of local provides individual expertise for each customer location. Our distributor sales representatives are responsible for establishing relationships with their local facilities, exploring what unique needs they may have, establishing order guides and replenishment criteria, anticipated order/delivery days, determining regularity of visits with the customer, and planning site specific training.</p> <p>Training and education is the foundational value that <i>Network</i> provides to our customers. All <i>Network</i> training is provided at no cost. Through our distributors, we offer a host of different training formats such as: cleaning guides, on-site training, educational seminars, computer based training, webinars, and online training. Our onsite training is performed at the individual customer location during a time frame that best suits the target audience. For example, onsite training for one customer may include three training time schedules: day, swing and night shifts. In addition, this training is customized to meet the specific needs of a location, versus generic training programs that may miss unique topics which require specific attention. <i>Network</i> will research and create whatever tools are required to better serve our customers. Beyond products, we deliver solutions that positively impact the health and wellness of your buildings and its occupants. Today, cleaning is strongly focused on employee and customer wellness and education. From sustainable green cleaning practices and comprehensive training certification programs, to our local Account Managers who are experts in cleaning, we have your needs covered.</p> <p>Services offered that are above and beyond include: proper workloading, LEED support, CIMS training, HACCP support, cleaning for Norovirus, floor care equipment repair & warranty service (local and mobile), custom food service items, cafeteria/kitchen design and planning, commercial warewash, industrial laundry and many other consulting services.</p>

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
Other factors relevant to this section as submitted by the Respondent	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency	<p><i>Network</i> fully complies with Region 10 and Equalis reporting requirements; and will comply with any additional requirements from Equalis. The goal of all reporting is to assist The Equalis Group in analyzing total spend to better make decisions that can increase revenue, improve outcomes and reduce waste.</p> <p><i>Network</i> will provide reporting to include purchase history by item/by location/by invoice in the format defined by Equalis Group. <i>Network</i> will also include Equalis Group into our monthly reporting process and a customized report will be sent to you each month via the vehicle of choice. For the required Equalis Group activity reports, <i>Network</i> utilizes an industry standard reporting template that captures all data fields required by all National Account customers. This allows distributors to submit one report with all required data for all contracts. Custom reports are available, pending reporting parameters to create the custom reports.</p> <p>While several reporting options are already available, <i>Network</i> will customize reports as needed to meet your requirements. Customized Reporting available includes:</p> <ul style="list-style-type: none"> • Line item detail • Usage by location • Summary reports • Usage by Distributor • KPI and CI tracking
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Safety information can be provided by local <i>Network</i> distributors as required.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	Provide a link to your company's website	https://us.networkdistribution.com/
	Please provide a brief history of your company, including the year it was established.	<p><i>Network Distribution</i>® (<i>Network</i>) was established in 1968 to provide products and related services to corporate account customers on behalf of our distributors. Today, 54 years later, <i>Network</i> is North America's leading and largest distributor of paper, janitorial housekeeping and maintenance supplies, industrial packaging, food service disposables, printing paper, and related products. With over \$21 billion in total annual sales, <i>Network</i> manages national programs for corporate account customers across the U.S. Operating over 500 distribution facilities throughout North America, Canada, Mexico, Puerto Rico and the U.S. Virgin Islands.</p> <p><i>Network</i> provides a broad product selection, having built strategic alliances with the industry's best in class manufacturers for more than 50 years. <i>Network's</i> award winning technology platform and dedication to superior customer service to more than 1,300,000 customer locations are only some of the advantages we offer to corporate account customers.</p> <p><i>Network</i>, as an organization, focuses mainly on five specific business segments: Commercial Real Estate/Building Services, Healthcare, Foodservice, the Hospitality and Industrial Packaging corporate accounts. Our strength is in these segments, utilizing our programs and products in the following categories: Janitorial supplies - including towel & tissue, can liners, hand soaps and sanitizers, chemicals, janitorial housekeeping supplies, janitorial equipment sales and personal & safety products; as well as food service disposables, industrial packaging, segment and/or customer specific products, etc. We have also worked with several government agencies which have expressed the desire and need for additional security measures. Therefore, in select areas, <i>Network</i> is able to offer document shredding as service. We suggest speaking with your local representative, should this option be of interest.</p> <p>Our programs provide Flexibility, Accountability and Expertise, as compared to one-size-fits-all models. Collaboratively we work together to find the solutions that best fit your needs. We can suggest a menu of options and you select the programs you wish to utilize as we guide you through the development of a customized distribution program.</p>

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, what was the timeframe for that work?	<p><i>Network</i> has served over 150 Equalis Group member locations via our Region 10 ESC contract at an annual rate of \$1,250,000 in the 2021 calendar year. We anticipate a growth rate of 35% for the 2022 calendar year. We attribute our growth, not only to a productive and healthy relationship with Equalis and Region 10 personnel, but due to <i>Network's</i> strategic market segment process. We have become active in the appropriate public sector associations on both a national and local level, training our sales team on the nuances of cooperative purchasing and how to best introduce the concept to our target customers. We continue to ramp up our efforts with new programs and enhanced, more focused training and sales aid development. These sales figures represent the tip of the iceberg for our organization. In short, the public sector is at the forefront of <i>Network's</i> focus and growth strategy over the next 5-10 years.</p> <p>In 2019, <i>Network</i> was awarded the contract with Region 10 ESC. As the incumbent for Janitorial and Facility Supplies, we have established a working relationship and understanding of Region 10 business and locations and look forward to years of future growth.</p>
Experience and qualification of key employees	<p>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</p> <ul style="list-style-type: none"> *Executive Support *Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable <p>Past</p>	<p>Martha Renkoski, Corporate Account Director, has over 25 years of experience in the sanitary supply and wholesale distribution industry. Specifically, in the last 8 years, she has focused solely on the public sector and has become our resident expert on cooperative purchasing. She brings value to <i>Network</i> Distribution and our customers through sales training, program development, contract knowledge, and interpersonal skills. She continues to expand her knowledge through avid engagement within the vast world of public procurement, via supplier, cooperative and procurement personnel. Furthermore, she has demonstrated highly developed organizational, territory, and account management skills during her years of service at Georgia Pacific, SCA, Strategic Market Alliance and now <i>Network</i> .</p> <p>Executive Support Rebecca Barraza, VP – Business Development rbarraza@networkdistribution.com 949.370.5280</p> <p>Marketing Monica Saviano, Director of Marketing and Sales Operations msaviano@networkdistribution.com 224.361.2270</p> <p>Sales Support Ryan Stoner, Corporate Account Partner rstoner@networkdistribution.com 224.361.2115</p> <p>Financial Reporting Mike Johnson, CFO mjohnson@networkdistribution.com 224.361.2233</p> <p>Accounts Payable Yelena Veksler, VP – Finance yveksler@networkdistribution.com 224.361.2152</p> <p>Contracts Kathi Bond, Director, Category Development kbond@networkdistribution.com 224.361.2122</p>
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?	<p><i>Network</i> services almost 6,000 public sector customer locations in more than 40 states. Key sectors serviced include Primary and Secondary Education, Government Agencies, Non-Profit and Charitable Organizations, State and Local Government Agencies, and Healthcare. Our public agency sales are over \$150 Million and includes the categories within this RFP; including but not limited to Towel & Tissue, Chemicals, Skin Care, Can Liners, Janitorial Supplies, and Apparel/Safety/Gloves. Additional categories include Foodservice Disposables, Industrial Packaging, Tabletop, Smallwares, Food Service Heavy equipment, Furniture, Printing Papers, and Miscellaneous products.</p> <p>As a privately held company, <i>Network</i> does not disclose specific sales information and protects the privacy of our customers.</p>

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
	<p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>Decades of having serviced government institutions leaves us very much aware that administrators and department supervisors are continually being asked to do more with less. Cost effective implementation of the important and often times underappreciated duties of State and local government agencies, without sacrificing some facet of service provided to its constituents, remains the primary challenge. This has been even more daunting considering current economic pressures. <i>Network</i> is a global distribution organization in the categories of janitorial, sanitation, food service supplies and kitchen equipment. It was formed over 54 years ago, with the intent of uniting highly sustainable proven partnerships throughout the industry to deliver to its national client base quantifiable savings and exceptional service. <i>Network's</i> success reflects a commitment to providing products, resources and solutions that better serve you and your constituents. We can locally customize our services and personnel requirements for each account. Additionally, we can pilot new ideas such as a recent success, having pairs of salespeople handle a territory, allowing for even better response time when a customer is in need. We truly are your local supplier! Through exceptional service, value-added programs, and a hands-on approach to creating tailor made solutions, <i>Network</i> has assisted customers across the nation to reduce their total costs, improve their productivity and positively impact their overall capacity to meet the expectations of their constituents. Our broad line of product alternatives and competitive pricing has helped States and Counties navigate the difficulties of severe budgetary constraints. We are proud to be part of the communities we serve and look forward to serving you in the future.</p> <p><i>Network's</i> local distributor sales representatives work within Equalis sales resources to collaborate based on the individual needs of a site location to develop the best strategy going forward to meet the local needs. Our goal is to provide long term value to the local agency based on optimizing the benefits of the agreement, utilizing Equalis resources to help align distributors and local customers.</p>
<p>Past experience in JOC estimation</p>	<p><i>What is your past experience working with JOC estimation, if any?</i></p>	<p>JOC is not applicable to our industry.</p>
<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>Other than within the normal course of business to protect company assets such as accounts receivable, <i>Network</i> is not currently, nor have we ever been, involved in litigation, bankruptcy, or reorganization proceedings.</p>
<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>In order to maintain customer privacy, <i>Network</i> is unable to provide extensive list of contacts or sales details. We are glad to discuss directly if you require more information. Any provided reference is confidential.</p> <p>Network References - Confidential</p> <p>Reference #1: Virginia Beach City Public Schools; Contact Name: Carla Smith, CPPB; Email: Carla.Smith@vbschools.com; Phone: (757)263-1136; Project Description: PPE for School District</p> <p>Reference #2: Loudoun County Public Schools; Contact Name: Andrea Philyaw, CPPO, CPPB, PMP; Contact Email: Andrea.Philyaw@lcpss.org; Phone: 571-252-1270; Project Description: PPE and Custodial Supplies for School District</p> <p>Reference #3: Caroline Country Schools; Contact Name: Christopher Caldwell; Email: ccaldwell@ccps.us; Phone: 804-633-6770; Project Description: PPE and Custodial Products</p> <p>Reference #4: Richmond City Public Schools; Contact Name: Ronald Hathaway (Bobby); Email: Rhathawa@rvaschools.net; Phone: (804)780-6251; Project Description: PPE and Custodial Products</p> <p>Reference #5: Alexandria City Public Schools; Contact Name: Ruth Clark; Email: rutailada.clark@acps.k12.va.us; Phone: 703-619-8321; Project Description: Supplying PPE</p> <p>Reference #6: Blount County Schools; Contact Name: Tony Carnes; Email: tony.carnes@blountk12.org; Phone: 865-335-9006</p>

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
Certifications in the Industry	<p><i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. MWBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i></p>	<p>Each <i>Network</i> location has the appropriate licenses/certificates in the State/County/City in which the Equalis Member is requesting such services.</p>
Company profile and capabilities	<p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p>	<p><i>Network</i> is an Authorized Distributor.</p>
Other factors relevant to this section as submitted by the Respondent	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>NA. <i>Network</i> is not owned or operated by anyone who has been convicted of a felony.</p>
MWBE Status and/or Program Capabilities (10 Points)		

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
<p>MWBE status, subcontractor plan, and/or joint venture program</p>	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p>	<p><i>Network</i> as a whole, does not qualify as a diverse supplier, however, many of our distributors are Woman Owned, Small Business, Minority Owned, or Veteran Owned certified businesses. We partner with suppliers and other business entities who meet diversity certifications. Customer location alignment is subject to <i>Network's</i> assignment policies and procedures which consider delivery areas, core competency, product availability, manufacturer relationships, etc. Locations can be evaluated and aligned with diverse <i>Network</i> distributors, whenever possible, upon request prior to location assignments. This is a detailed process utilizing various internal tools which consider freight free delivery areas, core competency, existing business, selected manufacturer programs, ability to service multiple locations, etc. Details will be provided once program needs are fully established.</p> <p><i>Network</i> supplier diversity initiative is a top-down/bottom-up commitment. We are dedicated to identifying diverse Suppliers that can provide <i>Network</i> with high quality products at competitive prices. Our program is a comprehensive commitment to serve the needs and requirements of our customers. Maximum practicable opportunity shall be given to the business entities to participate as suppliers of materials and services.</p> <p>In addition, <i>Network</i> is an equal opportunity employers committed to following the letter and spirit of laws prohibiting discrimination in the workplace. It offers equal opportunities in employment to qualified people without regard to race, color, religion, national origin, ancestry, citizenship, age, sex, disability, or other legally protected status as required by applicable law. We strive to recruit, develop, and retain a multi-faceted workforce, comprised of a variety of backgrounds and experience. This diversity in the workplace enriches our corporate cultures and enhances the relationships with our business partners. <i>Network</i> Corporate Headquarters has a very diverse, non-discriminating workforce, where employees are able to embrace our different backgrounds through company events and celebrations.</p>

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
	<p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p>	<p>Many <i>Network</i> distributors have networks of diverse business partners within their local geography that are utilized to support the Master Agreement through sales, customer service and other useful functions. While programs may vary, as do local needs, <i>Network</i> is able to provide diverse solutions for Region 10.</p> <p>Nationally, <i>Network</i> distributors work through disadvantaged businesses on a regular basis. We will reflect utilize our local communities and deploy supply chain solutions that reflect the communities we do business in. Often times there is an up charge to include another party. Pricing and capabilities are discussed well in advance and are conducted with full transparency.</p> <p><i>Network</i> Distribution is committed to the values and culture of diversity. We believe diversity and inclusion strengthen our workforce, maximize our ability to serve our customers, and allows us to be a leader in our industry. We are dedicated to building a diverse workforce, equitable climate, and an inclusive workplace that values the uniqueness and contributions of all of our associates, distributors and supplier partners.</p>
<p><i>Please attach any certifications you have as part of your response to Form 6.</i></p>		
<p>Good faith efforts to involve MWBE subcontractors in response</p>	<p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	<p><i>Network</i> will work with Region 10 participating agencies to help accomplish their specific objectives in the certifications and locations required.</p>
<p>Demonstrated ongoing MWBE program</p>	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>Many <i>Network</i> distributors have networks of diverse business partners within their local geography that are utilized to support the Master Agreement through sales, customer service and other useful functions. While programs may vary, as do local needs, <i>Network</i> is able to provide diverse solutions for Region 10.</p> <p>Nationally, <i>Network</i> distributors work through disadvantaged businesses on a regular basis. We will reflect utilize our local communities and deploy supply chain solutions that reflect the communities we do business in. Often times there is an up charge to include another party. Pricing and capabilities are discussed well in advance and are conducted with full transparency.</p>
<p>Commitment to Service Equalis Group Members (10 Points)</p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p><i>Network's</i> existing relationship with Region 10 ESC will allow us to hit the road running and reduce ramp up time. <i>Network</i> will involve corporate, regional, and local leadership to endorse the contract award and communicate the go-forward strategy to the entire sales team.</p> <ul style="list-style-type: none"> • Daily engagement between <i>Network</i> sellers and Equalis team • Industry events and Targeting activities are ongoing throughout the year • <i>Network</i> Corporate Account Sales Summit, including training on cooperative purchasing • Developed training module (Bootcamp 101) for distribution sellers, supplier partners and Equalis team • Multiple marketing campaigns throughout the year with suppliers to targeted agencies • Participate in regional trade shows as well as national events such as NIGP • Conduct business reviews with Equalis and suppliers resulting in targeted sales activities and specific marketing campaigns • "C" level engagement ongoing • Share best practices with other contract holders • Detailed monthly reporting shared with Equalis team as needed

PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p><i>Network</i> representatives are trained to align our sales reps to an Region 10 ESC seller and the team then identifies targets to pursue in their local markets. This practice of targeting opportunities in the local market place provides direction to the sellers to pursue relevant opportunities with significant upside.</p> <p><i>Network</i> coordinates our targeting activities with supplier partners who assist in developing co-branded marketing pieces. All sellers are held responsible to report back results against their target list. Marketing campaigns are held at various times over the course of the year to reflect market opportunities for specific products. As an example, we would run a marketing campaign for hand sanitizer during the cold and flu season.</p> <p>Equalis and <i>Network</i> sellers often spend time together making joint calls and sharing of information in their local markets. With our 3,000 sales reps and Equalis sales resources we have excellent coverage throughout the continental U.S.</p> <p><i>Network</i> will proactively market the Equalis contract by properly training and incenting our salespeople as well as putting the proper foundational administrative support team in place to handle all duties associated with this proactive approach. Our actions will continue to include, but not be limited to, the following:</p> <ul style="list-style-type: none"> - Sell products and services to public agencies via our lengthy list of marketing options and capabilities, including catalogs and online marketing - Properly use the Equalis logo - Share the <i>Network</i> logo for Equalis use - At all times, properly and thoroughly communicate the benefits of the Equalis contract - Train our national sales team properly and thoroughly with the assistance of Equalis personnel when possible - Utilize our established procedures for ensuring that a Public Agency is properly registered with Equalis prior to placing orders - Participate in performance reviews upon the request of Equalis and Region 10. - Provide various content to Equalis for use on the Equalis website and other marketing materials, guaranteeing that we have the full rights to share the content.
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>For the national breadth of the contract <i>Network</i> agrees to provide its logo for reproduction but requests review by their marketing department prior to use.</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p><i>Network</i> will provide customized reports to include purchase history by item, by location, by invoice in the format defined by Equalis Group. <i>Network</i> will also include Equalis Group into our monthly reporting process and your customized report will be sent to you each month via the vehicle of choice.</p> <p>For the required Equalis Group activity reports, <i>Network</i> utilizes an industry standard reporting template that captures all data fields required by all National Account customers. This allows distributors to submit one report to <i>Network</i> with all required data for all <i>Network</i> contracts. If any discrepancies are noted, they addressed immediately between Network Reporting Staff and the <i>Network</i> distributor. <i>Network</i> submits reports to each National Account as required. Custom reports are available.</p>
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>1 Government Procurement Alliance, OMNIA Partners, NASPO ValuePoint</p>

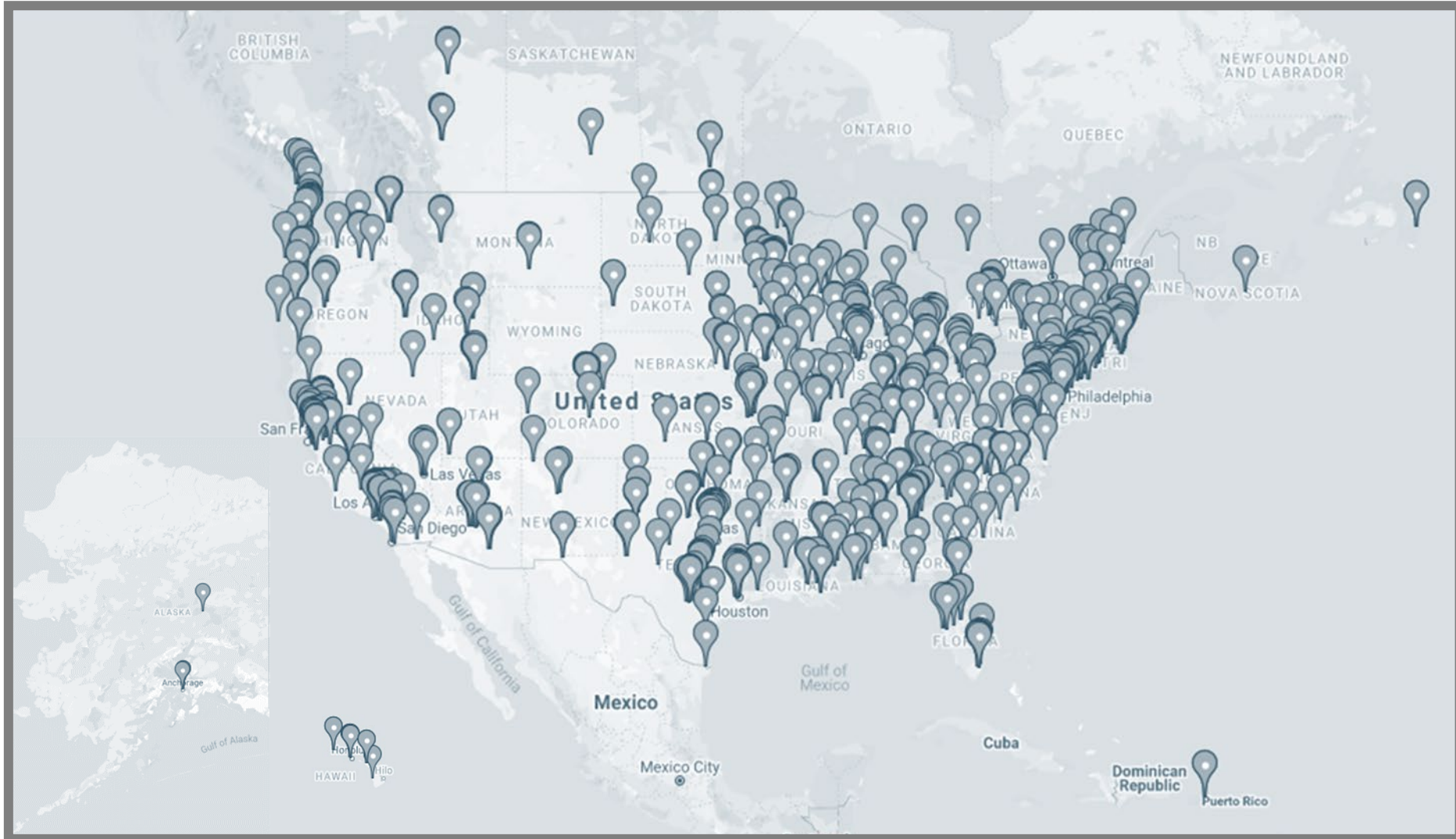
PROPOSAL FORM 2: QUESTIONNAIRE AND EVALUATION CRITERIA

Evaluation Criteria	Question	Answer
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	<p>Our local DSRs work alongside Equalis sales resources and will collaborate based on the individual needs of a site location to develop the best strategy going forward to meet the local needs. Our goal is to provide long term value to the local agency based on optimizing the benefits of the agreement.</p> <p>To support and sell new and existing customers for Region 10 and all sites serviced by <i>Network</i>, the account management team consists of one or more sales consultants at each location. Each sales consultant is backed by a dedicated sales manager who maintains relationships and visits the location regularly. These in turn may be backed by a Regional Sales Manager, and all are backed by a General Manager for their local branch. Nationally, a dedicated Account Manager will be aligned to each future location, across the U.S. Each sales professional is a subject matter expert, focused on providing solutions to issues that impact your locations. Providing best-in-class support and service, our sales professionals collaborate at the local level to understand the unique requirements and needs of locations. Contact information is finalized as locations are engaged.</p> <p>Sellers are trained to align our sales reps to an Equalis seller and the team then identifies targets to pursue in their local markets. This practice of targeting opportunities in the local market place provides direction to the sellers to pursue relevant opportunities with significant upside.</p> <p><i>Network</i> coordinates our targeting activities with supplier partners who assist in developing co-branded marketing pieces. All sellers are held responsible to report back results against their target list. Marketing campaigns are held at various times over the course of the year to reflect market opportunities for specific products. As an example, we would run a marketing campaign for hand sanitizer during the cold and flu season.</p> <p>Equalis and <i>Network</i> sellers often spend time together making joint calls and sharing of information in their local markets. With our 3,000 sales reps and Equalis sales resources we have excellent coverage throughout the continental U.S.</p>
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	<p>Nationally, <i>Network's</i> Corporate Account Directors are geographically located throughout the U.S. There are more than 7,000 U.S. employees at our warehouse and operations centers and an additional 3,700 outside sales people across North America and 75 Corporate Account Champions located at each of our distributors whose purpose is to administer and support our global corporate account initiatives. In Texas alone, <i>Network</i> has more than 150 specialized distributor sales reps.</p>

North American Locations



Operating over 700 distribution facilities across North America, *Network* carries 54 years of experience in successfully designing supply management solutions.



PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Network is not a manufacturer, however many of the products we provide carry various certifications which vary by the product and manufacturer selected. To help drive the utilization and awareness of these products, certifications such as Green Seal, etc. are clearly indicated and searchable within our on-line ordering system, Marketplace. Spend reporting of such products may be provided and included in our Quarterly Business Reviews, as needed.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: **Network Services Company**

Title of Authorized Representative: Daniel Ceko

Mailing Address: **1100 E. Woodfield Road, Suite 200 Schaumburg, IL 60173**

Signature:

Daniel Ceko

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: **Network Services Company**

Title of Authorized Representative: **Dan Ceko**

Mailing Address: **1100 E. Woodfield Road, Suite 200 Schaumburg, IL 60173**

Signature: *Daniel Ceko*

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Daniel Ceko

Signature of Respondent

June 22, 2022

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Daniel Ceko

Signature of Respondent

June 22, 2022

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR: Network Services Company

ADDRESS:

1100 E. Woodfield Road, Suite 200 _____

Schaumburg, IL 60173 _____

PHONE: 847-803-4888

FAX _____

RESPONDANT

Jennifer Eichorn _____

Signature

Jennifer Cantore Eichorn _____

Printed Name

Proposals Manager _____

Position with Company

AUTHORIZING OFFICIAL

Daniel Ceko _____

Signature

Daniel Ceko _____

Printed Name

Treasurer and Legal Counsel _____

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Network Distribution has completed. See attachment.

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? DC
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? DC
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Network Services Company

Company Name

Address

**1100 E. Woodfield Road, Suite 200
Schaumburg, IL 60173**

City

State

Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? DC

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? DC

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? DC

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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.

Does vendor agree? DC

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? DC

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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 agrees to comply with the above requirements when applicable.

Does vendor agree? DC

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? DC

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 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 Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? DC

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? DC

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

Does vendor agree? DC

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree? DC

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? DC

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? DC

(Initials of Authorized Representative)

14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? DC

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Network Services Company

Company Name

Daniel Ceko

Signature of Authorized Company Official

Daniel Ceko

Printed Name

Treasurer and Legal Counsel

Title

June 22, 2022

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Daniel Ceko

June 22, 2022

Signature of Respondent

Date

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Network Services Company

Street: 1100 E Woodfield Road, Suite 200

City, State, Zip Code: Schaumburg, IL 60173

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Daniel Ceko, an authorized representative of Network Services Company, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
NONE		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Daniel Ceko
Authorized Signature and Title

June 22, 2022
Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: Network Distribution
Street: 1100 E. Woodfield Road, Suite 200
City, State, Zip Code: Schaumburg IL 60173

State of New Jersey Illinois

County of Cook _____

I, Daniel Ceko of the Schaumburg
Name City

in the County of Cook, State of Illinois of full
age, being duly sworn according to law on my oath depose and say that:

I am the Treasurer and Legal Counsel of the firm of Network Services Company
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Network Services Company
Company Name

Daniel Ceko
Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Network Services Company
Street: 1100 E. Woodfield Road, Suite 200
City, State, Zip Code: Schaumburg, IL 60173

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form x
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Daniel Ceko

6-22-2022

Authorized Signature and Title

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Daniel Ceko

Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability

Limited Partnership

Partnership

Corporation

Limited Liability

Subchapter S

Corporation

Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2__.	<u>Daniel Ceko</u> (Affiant)
(Notary Public)	<u>Daniel Ceko, Treasurer and Corporate Counsel</u> (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. *(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. *(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

6-22-2022
Date

Daniel Ceko
Authorized Signature & Title

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Network Services Company
Address 1100 E. Woodfield Road, Suite 200
City/State/Zip Schaumburg, IL 60173
Telephone No. 847-803-4888
Fax No. _____
Email address dceko@networkdistribution.com
Printed name Daniel Ceko
Position with company Treasurer and Legal Counsel
Authorized signature *Daniel Ceko*

Term of contract September 1, 2022 to August 31, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Dr. Jana Melsheimer
Jana Melsheimer (Aug 18, 2022 11:26 CDT)
Region 10 ESC Authorized Agent

8/17/22
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1138A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 NETWORK Services Company
 Schaumburg, IL United States

Certificate Number:
 2018-414412

Date Filed:
 10/15/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Harris County

Date Acknowledged:
 10/15/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 AS-FA-607
 Janitorial products

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Daniel Ceko, and my date of birth is 11/23/1961.

My address is 1100 E. Woodfield Road, Suite 200, Schaumburg, IL 60173
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cook County, State of IL, on the 10th day of August, 2021.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Attachment 5 to Staff Report 2024-01927

CONTRACT #: **PRC003294**

CONTRACT NAME: **Janitorial Supplies and Equipment (Citywide)**

AGREEMENT TERM: Through 11/16/2025.

AUTHORIZED RENEWALS: City may choose to renew if the cooperative contract is renewed

LEAD AGENCY & SOURCING EVENT: Sourcewell RFP #101320

DEPARTMENT: Finance

DIVISION: Procurement



CITY OF SACRAMENTO ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PURCHASE AGREEMENT

The City of Sacramento ("City") and **STAPLES, INC.** ("Contractor"), hereby agree to these Additional Terms and Conditions ("Additional Terms"), effective January 1, 2025.

WHEREAS, Contractor entered into Contract No. **101320-SCC** for janitorial supplies and equipment with **SOURCEWELL**, dated 2/1/2021 ("Cooperative Contract"), in which Contractor agreed to sell **JANITORIAL SUPPLIES AND EQUIPMENT** to governmental agencies that are members of **SOURCEWELL'S** Cooperative Purchasing Program ("Participating Public Agencies"); and

WHEREAS, the City wishes to purchase janitorial supplies and equipment, pursuant to the terms of the Cooperative Contract and these Additional Terms.

NOW THEREFORE, Contractor and the City agree as follows:

1. The City shall have all the same rights and obligations as **SOURCEWELL** under the Cooperative Contract. The terms of the Cooperative Contract shall apply to purchase orders and shall control over any contrary terms included in quotations or purchase orders.
2. Contractor agrees that in-stock supplies or equipment shall be delivered to the City no later than **One (1)** day after receipt of the order. Contractor will notify the City Buyer in writing if supplies or equipment that they are ordering are not in stock and will give a written estimate of the price, including shipping charges, and the anticipated delivery date to the City.
3. 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 contract supplement and bind Contractor to the terms hereof.
4. 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 required under the Agreement, as supplemented and modified by these Additional Terms.

**Solicitation Number: 101320****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 government entities. Participation is open to federal, state/province, and municipal governmental entities, 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 the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective February 1, 2021.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **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 Participating Entity (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 Participating Entity.

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.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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 the Contract. Any sales by such affiliates pursuant to the Contract would be reflected in a written agreement between such affiliate, Staples and Sourcewell Participating Entity with reference made to the Contract.

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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 Participating Entities. Participating Entities 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 Participating Entity 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 Participating Entity.

Vendor will use commercially reasonable efforts to ship Products ordered by Participating Entities 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, Participating Entity 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 Participating Entity contacts Vendor and provides other instructions. Vendor's standard shipments will be F.O.B. Participating Entity 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 Participating Entity at the time the Products are delivered to Participating Entity. 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. Participating Entity'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 Participating Entity, if applicable. Unless otherwise agreed by Vendor and a Participating Entity, all orders shall be subject to a minimum order size of 35.00 per order. If an order below this amount is placed, the Participating Entity 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 may be subject to a 25% surcharge.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity 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 Participating Entities.

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); and
- 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 Entities. Prices for Core List items provided under this contract are set forth in Exhibit 1 - Sourcewell Janitorial Core Item List.

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. 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.

The prices for Premium Products may be updated upon 30 days’ written notification. Manufacturer’s documentation will be provided when available. Premium Products are defined as janitorial paper, towel, tissue, paper-related items, petroleum-, resin-, and steel-based products, custom products, and seasonal products that Participating Entities purchase from Staples.

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 Participating Entities to identify alternative products to mitigate the impact of the foregoing where possible. Staples also reserves the right to impose order quantity limits on Core Items in the event supply is limited due to shortages or supply constraints caused by extraordinary market events.

Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report which shall identify the SKU numbers and prices for product price changes, new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed 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.

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

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.

Sourced Goods. Participating Entities 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 Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Participating Entity.

Pricing Exhibit. See pricing Exhibit 1 - Sourcewell Janitorial Core Item List for pricing details.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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 Participating

Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities 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 contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

Notwithstanding anything to the contrary, a Participating Entity's participation hereunder, including for the avoidance of doubt, and extension of credit hereunder, is contingent upon Participating Entity's satisfaction of Vendor's standard credit requirements. Vendor also reserve the right to refuse sales of Products to Participating Entities reselling such Products. To the extent a Participating Entity has a pre-existing separate agreement with Vendor, Vendor reserves the right not to sell products and services under multiple agreements to that Participating Entity. In addition, Vendor may terminate this Contract for any reason (i.e. for convenience) with respect to an individual Participating Entity by delivering not less than ninety (90) days prior written notice thereof to Sourcewell and the applicable Participating Entity.

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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity 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 Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating

Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

Vendor reserves the right to terminate a purchase order pursuant to which a Participating Entity 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 Participating Entity's order will be determined by the Participating Entity 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 Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, 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 Participating Entities, 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity 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 Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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 Participating Entities 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 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell 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, Sourcewell 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 30 days from the cancellation date.

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 Sourcewell and Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Participating Entity's 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 Sourcewell administrative fee of 0.25% for participating Entities' aggregate Net Sales of Flooring Equipment. Flooring Equipment is defined as floor and street machines, including but not limited to scrubbers, sweepers, burnishers and vacuums.

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.

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, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours and 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. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **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.

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

D. **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 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 Participating Entities 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 Participating Entity 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), or equivalent. 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), or equivalent.

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. *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 Sourcewell 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 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable endorsements, within 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 list Sourcewell and its Participating Entities, 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 Participating Entities, 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).

F.

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 and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

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 the Canadian government, as applicable; or any Participating Entity. 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

Participating Entities 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. Participating Entities 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 Participating Entity 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 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

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

Sourcwell

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 12/21/2020 | 6:33 AM CST

Staples Contract & Commercial LLC

DocuSigned by:
Joanne Harris
By: 4871E6FEB760485...
Joanne Harris
Title: Chief Commercial Officer Staples
Date: 12/18/2020 | 3:40 PM CST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 12/21/2020 | 7:45 AM CST

RFP 101320 - Janitorial Supplies and Equipment with Related Services

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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Submitted By: Don Hasch

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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 and, in the event of award, will be expected to execute the resulting contract):	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 (State, Local Government and Education) Markets 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):	Rick Clemons Senior Manager, Facility Solutions SLED (State, Local Government and Education) Markets 5615 Faye Drive, Greensboro, NC 27410 Email: RickClell.Clemons@Staples.com Phone: (336) 451-0070 Jeremy Landis Area Vice President – Vertical Markets 1945 Old Gallows Rd, Suite 200, Vienna, VA 22182 Email: Jeremy.Landis@Staples.com Phone: (571) 695-9856 Joseph Gorman Vice President – Commercial Sales 1414 Radcliffe Street, Suite 110, Bristol, PA 19007 Email: Joseph.Gorman@Staples.com Phone: (215) 292-3160

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 34 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>WORKLIFE PRODUCTS & SOLUTIONS</p> <p>Our products, services and technology are thoughtfully designed and sourced for the way customers work and live. We'll help Sourcewell and your participating Entities 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>Staples has carried janitorial and facility supplies since we began in 1986; however, we created the Facility Solutions offering and entered the facilities market as a national competitor in early 2003. Since entering the market, Staples has become one of the top janitorial supply distributors. In addition, we were ranked the #4 Janitorial-Sanitation Distributor by Modern Distribution Management in 2018.</p> <p>While there are many competitors in the industry, we have successfully differentiated ourselves through our sophisticated national distribution model and industry-leading e-commerce platform. We are the only supplier who can truly offer our customers an integrated solution through which they can purchase all their Jan/San supplies and services from one source, maximizing product, pricing and service consistency.</p>	*
8	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 participating Entities. Staples' hope is that many more Sourcewell Members will join the thousands of existing participating Entities 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.</p> <p>Leveraging our one-stop shop janitorial product assortment, our expectation is to continue the double-digit sales growth, year-over-year that we have experienced for the past 15 years as a contract award holder. Despite an unprecedented 2020, we have seen tremendous success this year with continued double-digit growth year-to-date.</p>	*
9	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.	<p>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.</p> <p>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.</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>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.</p> <p>Staples entered the facilities market as a national competitor in early 2003. Since then, Staples has become one of the top janitorial supply distributors in the U.S.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Please see our response to Question 10 above.	*
12	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.	*

13	<p>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.</p> <p>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?</p> <p>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?</p>	<p>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.</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, Staples and Sourcewell participating Entity with reference made to the Staples/Sourcewell contract.</p>
14	<p>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.</p>	<p>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.</p> <p>The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP:</p> <ul style="list-style-type: none"> • 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 Facility Solutions categories 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. <p>We will be happy to share additional information with Sourcewell upon request.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>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.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	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"> • #22 on Forbes America's Largest Private Companies list for 2019 • #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 • #66 on National Retail Federation's Top 100 Retailers list for 2020 <p>SUPPLIER AWARDS</p> <ul style="list-style-type: none"> • Coupa Supplier of the Year (2019) • CoVest Supplier of the Year (2019) • Cushman & Wakefield Supplier of the Year (2019) • CBRE Supplier of the Year (2019) • NJPA (Sourcewell) Legacy Award (2015) <p>ENVIRONMENTAL AWARDS & RECOGNITIONS</p> <ul style="list-style-type: none"> • EPA's Sustainable Materials Management Electronics Challenge Champion Award and Gold Tier Awards from 2016 through 2020 for advancing responsible recycling of electronics. • Awarded U.S. EPA's ENERGY STAR Partner of the Year for Sustained Excellence for ten consecutive years up through 2019. • Ranked #13 among retailers on the 2018 Green Power Top Partnership list from the U.S. EPA • S&P Global Platts Grid Edge Award Finalist 2018 • 2017 Leadership Award from the Forest Stewardship Council for our work to promote FSC-certified products and raise awareness of the value of FSC certification with our customers. • S&P Global Platts Corporate Social Responsibility Award Winner 2017 • 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"> • Perfect score on the 2020 Corporate Equality Index (CEI) from the Human Rights Campaign, the national benchmarking tool measuring policies, practices and benefits pertinent to LGBTQ employees. Staples has earned perfect scores for nine years of the CEI. • Named one of the 2020 Best Places to Work for LGBTQ Equality by the Human Rights Campaign for nine years • Lesa Rivers, Director of Supplier Diversity, nominated as one of 2014's Top 25 Women in Power Impacting Diversity by DiversityPlus Magazine
17	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 janitorial sales, we estimate to achieve over \$27M in state and municipal government sector sales in 2020 under our Sourcewell-awarded janitorial contract.</p> <p>Staples' response to question 17 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
18	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 janitorial sales, we estimate to achieve over \$31M in education sector sales in 2020 under our Sourcewell-awarded janitorial contract.</p> <p>Staples' response to question 18 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
19	List any state, provincial, 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 supports numerous states for their janitorial products purchasing throughout the U.S.</p> <p>Staples' proposal is limited to the U.S. and its territories, but notes that its Canadian affiliate, Corporate Express Canada, Inc., holds multiple provincial contracts in Canada.</p> <p>Staples considers corporate financial information to be proprietary.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) 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 <p>Staples' proposal is limited to the U.S. and its territories, but notes that its Canadian affiliate, Corporate Express Canada, Inc., holds multiple provincial contracts in Canada.</p> <p>Staples considers corporate financial information to be proprietary.</p>

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Colorado	Duane Tucker	(303) 764-3453	*
Stafford County Public Schools	Jessie Leigh Bolinsky	(540) 654-9000 x42111	*
County of Sacramento	Craig Rader	(916) 876-6362	*

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
University of Colorado	Education	Colorado - CO	Janitorial 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	*
Albuquerque Public Schools	Education	New Mexico - NM	Janitorial 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 City Public Schools	Education	Florida - FL	Janitorial 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	*
Stafford County Schools	Education	Virginia - VA	Janitorial 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 Sacramento	Government	California - CA	Janitorial 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 Sourcwell participating entities across the US and Canada, as 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 *

23	Sales force.	<p>Staples has a national service footprint and provides sales coverage to nearly the entire U.S. Please see Attachment 2 for details on our sales offices nationwide. We have more than 3,000 sales associates dispersed in every major city and market so that we are close to your participating Entities and can quickly meet their needs. We have more than 350 experts dedicated to the Jan/San space with many years of experience creating custom programs for a wide range of customers. Our national account management model leverages a single, centralized point of contact for each participating Entity. The Account Manager is empowered to make most decisions regarding servicing participating Entities on a day-to-day basis within the terms of the contractual terms. 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 Sourcewell along with our offerings to potential new participating Entities • 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 Entities' needs • Category Professionals – Industry experts in cleaning, breakroom, coffee, pack & ship and paper products that provide assessments to recommend efficiencies and savings • Customer Success Consultant – Member's support to help with their programmatic needs • 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
24	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. Staples provides free, accurate next-business-day delivery to participating Entities' locations from our 24 strategically located, state-of-the-art fulfillment centers. Unlike our competitors, Staples stocks 95% of inventory in our own warehouses available for next-business-day delivery. 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, Staples and Sourcewell participating Entity with reference made to the Staples/Sourcewell contract.</p>
25	Service force.	<p>Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S. We employ more than 8,900 fulfillment and delivery associates that 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 customer support. Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating Entities 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>

26	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 Entities' side, dedicated to serve. Staples owns and operates four North American call centers staffed with highly trained Staples associates. All customer service associates provide expert support for more than five million customer inquiries per year.</p> <p>In addition to our Customer Service teams, we offer local Facility Solutions Specialists in every major market who provide expertise and support specifically for Jan/San programs.</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 Entities 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 Entities' 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 Entity 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 Entity 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. 	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Staples has a national presence in the U.S. Our proposal includes service to all geographic areas in the continental U.S. and Alaska.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Staples also has a national presence in Canada; however, we are not including service to Canada in the scope of our proposal.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	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, Alaska and other U.S. territories. Please see Question 31 below for more details. Staples is not including service to Canada in the scope of our proposal.	*
30	Identify any Sourcewell participating entity 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?	Staples has a national presence in the U.S. If re-awarded the janitorial supplies 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.	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities 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 Entity.</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 may 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; below 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 <ul style="list-style-type: none"> o Continue to focus efforts on acquisition of participating Entities 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 <ul style="list-style-type: none"> o Implement accounts with specificity, efficiency and speed o Comprehensive program training • Existing Account Management: Existing Account Communication and Penetration <ul style="list-style-type: none"> o The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction • Ongoing Internal Training and Education <ul style="list-style-type: none"> 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 Entities 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 Entities. 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: <ul style="list-style-type: none"> 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 Entities
<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

<p>34</p>	<p>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>	<p>Our success in driving the Sourcewell contract is directly attributed 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 Entities 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 Entities 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 Entities. • Assistance in identifying Sourcewell participating Entities to provide account of their contract success, these successes would in turn be used to acquire new participating Entities 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.
<p>35</p>	<p>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>	<p>Yes. At StaplesAdvantage.com, participating Entities 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. We also 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 Entities' 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 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. • 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 the 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. • 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 Entities can achieve greater control over their 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 – Customizable platform with special instructions and messages to keep users in program compliance. <p>MOBILE CAPABILITIES</p> <p>Participating Entities 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

		<ul style="list-style-type: none"> • Search, browse and order on the go • One-touch order approvals • Shopping lists for quick replenishment • 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 Participating Entities 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 If a participating Entity 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>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>To create a successful janitorial program for Sourcewell participating Entities, Staples provides more than high quality products, we design customized training programs to demonstrate the best procedures for your Members to use those products. By employing the correct procedures and techniques, facilities staff will dramatically reduce its labor and product costs, increase productivity and improve sustainability programs.</p> <p>TRAINING PROGRAM</p> <p>At Staples, 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 • Healthy & Safe • Customer Service <p>ONSITE TRAINING</p> <p>One of our key differentiators is our commitment to providing participating Entities with an unparalleled number of experts and resources to ensure technical, logistical, billing and local support requirements are covered. To that end, Staples may conduct a vendor kickoff show and training classes at participating Entities' locations to educate users on the ease and functionality of our ordering site, StaplesAdvantage.com. This is beneficial to purchasers, providing an opportunity to learn the site's functions and enhancements so they have the easiest buying experience. Users also meet the Staples Account Management team and may receive product samples from our vendors. We announce these trainings via customizable emails weeks in advance.</p> <p>We may provide onsite training as needed for participating Entities at no additional charge. We arrange training classes with the appropriate manager at their locations. Typically, training classes are held in conjunction with a manufacturer representative of the product being discussed. We can also provide these trainings in a virtual format, if preferred.</p> <p>WEB-BASED TRAINING & PRINT MANUALS</p> <p>Staples offers many web-based training programs and manuals, including:</p> <ul style="list-style-type: none"> • Online training programs from leading manufacturers • Training manuals with a step-by-step process for effective restroom, carpet and floor care • Safety Data Sheets for all chemicals and liquids in custodial program, available in print and online • Healthy & Safe Trainings • Customized and bi-lingual wall charts for the cleaning chemicals you use, as well as their specific applications and equipment needed for each product
<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:</p> <p>WORKLIFE PRODUCTS & 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"> • 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. <p>HEALTHY AND SAFE TRAININGS</p> <p>To support our customers during the current health crisis, our experts developed a three-part Healthy and Safe training series on general cleaning and disinfecting. Our certified, Facility Solutions Senior Technical Trainer delivered this virtual course to hundreds of Office and Facilities Managers nationally, providing critical information on cleaning strategies, furniture configuration and new technology used to keep spaces clean and staff and visitors healthy.</p> <p>Objectives of the course:</p> <ul style="list-style-type: none"> • Help our customers create safer, healthier work environments • Establish more hygienic work practices • Provide ideas on how to communicate best practices and actions being taken for employees <p>BLUPRINT™ SITE ASSESSMENT TOOL</p> <p>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</p>

		<p>future state comparison.</p> <p>STAPLES REORDER APP</p> <p>Over the past few years, we have identified the need to reduce friction in the reordering process, as many customers spend a significant amount of time checking stock levels to replenish products or hire a third party to conduct vendor-managed inventory, often at quite an expense and sometimes ordering products beyond the level of need.</p> <p>To solve this friction and save customers both time and money, we developed a proprietary mobile reorder application for iPads as well as Android and iOS smartphones that creates a fast, visual way to reorder as the associate is checking stock levels in breakrooms, janitorial closets, copy rooms, or other stockrooms. It eliminates writing down all of the ordering needs on paper and then going back to one's desk to find the item online and place the order. Now, the order can be placed right in the breakroom or stockroom.</p> <p>We have the ability to customize the app for a Member's individual rooms and products. Their locations are listed in the menu. And the panels of products are organized by how you visually inspect them. Members are able to either swipe the screen right or left for product groupings or select from the top right menu. Some customers group coffee items separately from cleaning items, for example. There is also an "everything else" panel which features other products in your order history that may be helpful for quick access or reference.</p> <ul style="list-style-type: none"> • If there is no WIFI or cell service in that location, which can be the case in supply closets, it is designed to continue to function and places the order once connection is restored. • The associate benefits from the ability to maintain multiple checkout carts for individual ship-to locations, so they can place the orders at the end of their rounds if they would like. • The carts in progress are viewable on StaplesAdvantage.com. • The products listed on buttons can be changed by the user in their StaplesAdvantage.com shopping list or with assistance from our internal teams. • Third-party punchout customers can use Staples Reorder with a separate bill-to setup. • We have recently added the ability to select a future delivery date. <p>SMARTSIZE PACKAGING™</p> <p>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.</p> <p>ROBOTIC MATERIAL HANDLING SOLUTION</p> <p>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.</p> <p>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.</p> <p>E-COMMERCE</p> <p>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.</p> <p>Central to our strategy is an enhanced interactive digital experience that makes it easier for customers to build a workplace that makes every employee's Worklife fulfilling and collaborative. Recent enhancements to StaplesAdvantage.com include making it easier to find and reorder product, improving basic ordering features and adding more self-service features. 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.</p>
38	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>Staples offers a full array of sustainability solutions to help participating Entities 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 Entity'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 that your company has received for 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 nine 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's and its participating Entities' commitment to diversity and offers a choice of two diversity programs to achieve a participating Entity'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 Entities with a certified supplier who will collaborate with Staples to provide a fully managed program that meets the quality standards, service and scope required. 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 Entities can access a wide selection of high quality, cost-effective products manufactured by diverse and small business suppliers. participating Entities 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 Entity.</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</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 Entities. 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 Entities can maximize unique supplier consolidation savings through our expansive janitorial product and service offering, which includes cleaning supplies, breakroom and beverages offerings, breakroom furniture, pack and ship supplies, paper products, heavy equipment, safety and first aid and personal protective equipment. • Ordering Made Easy – Staples is one of few suppliers that sells many products at the “each” quantity level and offers no or low minimum quantity requirements. Staples has the capability to ship by individual quantities or as full cases of products. • Return to Work Safely – During the last few months, we have added over 500, carefully vetted, new SKUs in the PPE, sanitation and disinfectant categories. We have also supported our customers in re-opening their facilities with a series of cleaning trainings lead by our Facility Solutions Senior Manager Technical Trainer. • Category Expertise – Our industry experts provide assessments and advice on products and process efficiencies in all areas of Facility Solutions. We have dedicated Field Facility Solutions Specialists to provide local support to participating Entities throughout the country. • Superior Delivery Execution – Rely on free, accurate next-business-day delivery to participating Entities’ locations from our 24 strategically located, state-of-the-art fulfillment centers. Unlike our competitors, Staples stocks 95% of inventory in our own warehouses available for next-business-day delivery. • E-Procurement Expertise – 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 our customers’ expectations is our highest priority. Our knowledgeable Customer Service team is ready to solve problems in one call. • 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 Entities with the confidence of working with a strong and stable supplier. • 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.
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Staples expressly warrants that it will provide Buyer with pass-through of all manufacturers’ warranties for all janitorial products sold to Buyer. Staples expressly warrants that all Supplier-branded janitorial 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 janitorial 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 Staples’ samples, if any.</p> <p>SERVICES WARRANTY</p> <p>Staples warrants that the Services shall meet or exceed generally accepted standards in the industry and shall meet any required specifications mutually agreed upon by Staples and Buyer. Staples’ labor services are warranted for one year.</p> <p>GENERAL WARRANTY DISCLAIMER</p> <p>These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Staples specifically disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see our response to Question 42 above.

44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see our response to Question 42 above.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	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. For products purchased through Staples, all manufacturer warranties are passed on to the participating Entity and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.	*
46	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?	For products purchased through Staples, all manufacturer warranties are passed on to the participating Entity and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Please see our response to Question 42 for more details.	*
47	What are your proposed exchange and return programs and policies?	<p>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>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. A 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>DAMAGED/DEFECTIVE ITEMS</p> <p>Please call the Customer Service team to return damaged or defective products. The participating Entity 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.</p> <p>IMPORTANT NOTES ABOUT ALL RETURNS</p> <ul style="list-style-type: none"> • Non-defective dated goods such as forms, batteries, film, toner and ink cartridges are subject to approval and require a Return Authorization for credit. • 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 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. 	*

48	Describe any service contract options for the items included in your proposal.	<p>Staples offers a number of loaner/lease agreement options to meet Sourcewell participating Entities' 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 participating Entity:</p> <p>Coffee: We provide the coffee brewer, installation; maintenance and service at no cost 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: Our program is a loaner/lease agreement in which the participating Entity pays established fees monthly and Staples installs, maintains and services the filtration unit. The participating Entity 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 participating Entity's purchase of the Diversey chemicals through Staples.</p> <p>Equipment: There are service contracts and lease agreements, coordinated by the manufacturer.</p> <p>Additional fees may apply for items such as off-cycle filter changes, cleaning and sanitization.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Staples' standard payment terms are Net 30 days. Each participating Entity 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 participating Entity. In the event a participating Entity 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 participating Entity's location(s) by written notice to such participating Entity and to Sourcewell.</p>
50	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?	<p>Staples is flexible and utilizes multiple third-party leasing sources for eligible Staples customers. Participating Entities may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to.</p> <p>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 payments to meet the participating Entity's 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 participating Entities to help finalize the option that best suits their needs.</p>

51	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell 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 Sourcwell participating entities' purchase orders.</p>	<p>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:</p> <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) <p>ORDER FULFILLMENT PROCESS</p> <p>1) Order Placement – Once Staples receive the participating Entity's order; it is entered into our order management system. Our system manages customer requirements and validates each order as it is placed.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>QUARTERLY REPORTING TO SOURCEWELL</p> <p>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.</p>
52	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?</p>	<p>Yes. StaplesAdvantage.com accepts credit cards and procurement cards as a method of payment. In addition, if a participating Entity requires for purchases to be made with a procurement card, we can require credit card information before order submission. Please note that procurement cards and credit cards may not be used to pay invoices.</p>

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 *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	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 janitorial supplies. Our Non-Core pricing that will take advantage of leveraging Staples' strength as one of the largest sellers of janitorial supplies on the Internet. 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.
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54	<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 Entities. Prices for Core List items provided under this contract are set forth in Exhibit 1 - Sourcewell Janitorial Core Item List.</p> <p>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. 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 upon 30 days' written notification. Manufacturer's documentation will be provided when available. Premium Products are defined as janitorial paper, towel, tissue, paper-related items, petroleum-, resin-, and steel-based products, custom products, and seasonal products that participating Entities 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 participating Entities to identify alternative products to mitigate the impact of the foregoing where possible. Staples also reserves the right to impose order quantity limits on Core Items in the event supply is limited due to shortages or supply constraints caused by extraordinary market events.</p> <p>Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report which shall identify the SKU numbers and prices for product price changes, new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed 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 Entity based upon commitments and variables that may include, but not limited to, participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. participating Entities 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.</p> <p>Sourced Goods. Participating Entities 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 Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering participating Entity. Pricing Exhibit. Please see our pricing Exhibit 1 - Sourcewell Janitorial Core Item List for pricing details.</p> <p>Diversity One Program. Staples reserves the right to implement a pricing upcharge when setting up a Diversity One Program for any participating Entity to reflect the additional cost of the diversity supplier's program.</p>
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55	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 Entities' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating Entity based upon commitments and variables that may include, but not limited to, participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.	*
56	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 Entities. 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 the Account Manager. The non-stock procurement team works diligently to fulfill 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 Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering participating Entity.	*
57	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 or water/coffee dispensers, etc. which at the option of the participating Entity may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell participating Entity. 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 Entity.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, 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 the shopping cart on StaplesAdvantage.com upon ordering. Common delivery exceptions that require a surcharge include: <ul style="list-style-type: none"> • Expedited deliveries • Deliveries outside Staples' standard distribution area (Alaska and Hawaii) • Bulky, fragile, or heavy items such as water, ice melt, chemicals and equipment • Or as otherwise indicated on our website at the time of purchase Surcharges are calculated on a per-order basis.	*
59	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 Entity. 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 may 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; below 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.

<p>60</p>	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>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.</p> <p>PREMIUM DELIVERY OPTIONS</p> <p>As part of each participating Entity'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:</p> <ul style="list-style-type: none"> • 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 <p>Additional costs may apply for premium services and is customized based on each participating Entity's specific requirements.</p> <p>SAME-DAY DELIVERIES</p> <p>Same-business-day delivery may be a possibility for this product category. Participating Entities can contact Staples Customer Service by 11:30 a.m. local time to inquire and ensure all appropriate process checks are completed. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests. 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:</p> <ul style="list-style-type: none"> • 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 <p>Our industry-leading network of U.S. retail stores also give participating Entities easy same-day purchasing solutions. Employees can make in-store purchases and receive their customer pricing for both office and janitorial supplies.</p> <p>BUY ONLINE, PICK UP IN STORE</p> <p>Participating Entities may be able to purchase certain items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows users to buy within their established purchasing program, with their contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	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 *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities 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 Sourcewell.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating Entities. 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 Entities receive pricing that is consistent.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	Unless otherwise mutually agreed to in writing by Sourcewell and Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the participating Entity's' 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 Sourcewell administrative fee of 0.25% for participating Entities' aggregate Net Sales of Flooring Equipment. Flooring Equipment is defined as floor and street machines, including but not limited to scrubbers, sweepers, burnishers and vacuums. 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.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Staples leverages our extensive distribution network and close supplier relationships to offer participating Entities competitive prices on the industry's leading brands. We source directly from manufacturers like Georgia-Pacific, P&G Professional, Kimberly-Clark, Diversey, GOJO, Rubbermaid, TASKI, Nobles and 3M. We also offer an array of environmentally preferable alternatives that were designed specifically for their minimal impact on the environment, including a new innovative product brand exclusive to Staples under the Coastwide brand that carries the Eco-ID™ mark. Throughout the duration of each program, Staples Account Executives will use data collected during site surveys, program analyses and business reviews to recommend products that support each participating Entities' organizational, environmental and cost-savings goals.</p> <p>Please see Attachment 6 - Product & Service Offering for our detailed offering.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>With Staples, participating Entities can rely on one source for a full range of janitorial supplies and facility needs:</p> <p>JANITORIAL & CLEANING</p> <ul style="list-style-type: none"> • Chemicals and cleaners • Chemical dispensing systems and dilution control • Cleaning tools and supplies • Tissues, towels and dispensers • Can liners and wastebaskets • Mops, brooms and brushes • Floor and entryway matting • Floor maintenance pads, sponges and abrasives • Hard floor and carpet care maintenance equipment <p>AIR FILTRATION</p> <ul style="list-style-type: none"> • HVAC Air Filters • Air Purifiers – Commercial Wall-Mounted • Air Purifiers – Commercial Portable <p>BREAKROOM</p> <ul style="list-style-type: none"> • Snacks and beverages, with healthy options • Single cup, pour-over and direct waterline coffee brewer options • Large assortment of coffees, hot cocoa and teas • Sugars and sweeteners • Hot cups, sleeves and stirrers • Water filtration systems and bottled water delivery programs • Eco-conscious paper goods • Cups, plates and cutlery • Stylish furniture <p>PACK & SHIP</p> <ul style="list-style-type: none"> • Corrugated boxes • Poly, flat and re-closable bags • Shrink bags, film and tubing • Pallet sheets, furniture covers • Bubble and crushproof mailers • Stretch wrap and dispensers • Custom and preprinted labels • Package cushioning and void fill • Stock and pre-printed tape • Industrial labelers • Digital mailing scales • Carts, dollies and pallet trucks <p>SAFETY</p> <ul style="list-style-type: none"> • Anti-bacterial soaps • Sanitizers and tissues • Touch-free dispensers • Disinfectant cleaners • Gloves, coveralls and rainwear • Hearing protection • Fire protection • Respirators • First aid kits and refills • Eye wash stations and spill kits • Safety signage • Personal protective equipment • Hard hats, vests, masks, safety glasses <p>FIRST AID</p> <ul style="list-style-type: none"> • Emergency preparedness • Medical and healthcare supplies • Sanitizing wipes, sprays and industrial cleaners • Anti-microbial keyboards, wrist rests, mice, pens • Fire alarms, extinguishers and oily wastes cans • Safety tape, signage and crowd-control products

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed category or type of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Cleaning supplies and chemicals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
67	Janitorial equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
68	Consumable items	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
69	Facility and sanitary maintenance products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
70	Breakroom supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
71	Safety supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
72	Janitorial or custodial-related software, applications, or platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	There may be some janitorial/custodial applications or platforms available from our manufacturers. Staples is happy to discuss available options with participating Entities.	*
73	Customer support, training or assessment services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Questions 26, 36 and 37 for more information.	*
74	Digital catalog with web-based purchasing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Question 35 for more information.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
75	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 Entities under the agreement, geographic distribution of participating Entities, sales and number of orders by participating Entity 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's participating Entities 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 Entities.	*

76	Describe your capabilities for training new participating entities as it relates to the order process, accessing resources and training, and website navigation.	<p>Staples can introduce a comprehensive communication campaign prior to program launch to ensure participating Entity's employees have a full understanding of their new Staples program. As a standard, we train through online webinars to ensure participating Entity'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 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 the program.</p> <p>TECHNICAL SUPPORT</p> <p>The StaplesAdvantage.com technical support team is available for end user assistance Monday through Friday, 8:00 a.m. to 8:00 p.m. ET via phone, email and live chat. The technical support contact information is listed under the Help Center on the home page. Staples' robust Help Center enables customers to search help topics, review common troubleshooting steps, manage their account, track or return orders, view or print packing slips, get pre-paid address labels to recycle ink and toner and more.</p> <p>LIVE CHAT</p> <p>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 participating Entities.</p> <p>CUSTOMER SERVICE PAGE</p> <p>Our Customer Service page on StaplesAdvantage.com offers additional support, including:</p> <ul style="list-style-type: none"> • Technical support phone number and online chat • Information on online returns • FAQs and Quick Reference Guides • Ordering Tips • Information on our ink and toner recycling programs • Link to Safety Data Sheets
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77	<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 participating Entities at risk.</p> <p>ANNUAL VENDOR REVIEWS</p> <p>We only source from the most trusted and reputable suppliers in our industry. 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 Georgia-Pacific, Kimberly-Clark, 3M, Fellowes, Marcal and others.</p> <p>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 Entities. <p>We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. The Staples Account Manager will share corrective actions and report on progress during regular business reviews.</p>
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78	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 LABELING STRATEGY</p> <p>We offer new innovative product brands exclusive to Staples that include a line of eco-conscious cleaning products that are not only less harmful to humans and the planet but deliver cleaning power and cost-in-use savings that outperform the traditional brands.</p> <p>The Coastwide™ brand, carrying the Eco-ID™ mark that were designed specifically for their minimal impact on the environment, provide a safer alternative for both participating Entities and the planet. Color-coded and numbered containers provide consistency between the bulk container, dispensing unit training materials and secondary bottle as an additional safety precaution.</p> <p>COMPOSTABLE PRODUCTS</p> <p>In addition to offering compostable trash can liners, Staples offers a line of compostable food and beverage containers in the U.S. made from corn, sugarcane and other natural resources.</p> <ul style="list-style-type: none"> • Our BPI compostable certified cold cups are made from PLA, a renewable corn-based plastic and designed for composting. • Our BPI compostable certified hot cups are lined with corn-based plastic, while most conventional alternatives are lined with petroleum-based products that do not biodegrade and do not allow the cups to be recycled • We also offer BPI compostable certified straws as well, made with renewable corn-based plastic instead of petroleum-based plastics so they can be composted in commercial composting facilities. <p>ZERO WASTE BOX</p> <p>In addition to compostable products, Staples offers a set of unique solutions to support composting and recycling virtually any kind of product. Our Zero Waste Box system, powered by Terracycle, is an innovative way to recycle workplace waste and support zero waste goals. Terracycle takes the waste collected and composts it or recycles it into new products.</p> <p>Every box comes with a prepaid return shipping label, and participating Entities can order boxes in a variety of sizes to recycle workplace waste:</p> <ul style="list-style-type: none"> • Coffee capsules • Dining disposables • Cleaning supplies • Office supplies • Safety equipment <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>
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79	Describe the extent to which your products promote sustainability, are recyclable or contain recycled materials.	<p>Staples offers thousands of environmentally conscious products, including many that have achieved third-party certifications, such as Green Seal™, GREENGUARD, ENERGY STAR®, ACMI, FSC, EPEAT and EPA's Safer Choice. These items are clearly marked and easily searchable online. We are committed to offering high-quality and cost-competitive environmental product alternatives.</p> <p>Staples has developed our own line of eco-conscious cleaning products that are less harmful to the planet while delivering cleaning power and cost-in-use savings that outperform traditional brands. Our Coastwide line of products that meet the criteria to earn our Eco-ID badge provide a safer alternative for both participating Entities and the environment. As an added benefit, using sustainable cleaning products, like those offered Coastwide, can help you earn credits under the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) accreditation system.</p> <p>Green cleaning isn't entirely about products; a critical component involves the processes in place, and Staples focuses on the importance of implementing efficient processes for using green chemicals. Our Facility Solutions Account Executives can show your Members how to clean for a healthier, cleaner work environment while at the same time using fewer chemicals and improving their labor efficiencies. Such improvements can result in additional credits for LEED Certification.</p> <p>ENVIRONMENTALLY FRIENDLY PRODUCTS</p> <p>Our eco-conscious product selection includes:</p> <ul style="list-style-type: none"> • Coastwide Concentrated Cleaning Chemicals – From glass and carpet cleaners to all-purpose cleaners and floor finishes, we have Coastwide solutions meeting Eco-ID criteria for all maintenance needs. • Ready-to-Use Cleaners – We offer a ready-to-use glass cleaner and a multi-purpose cleaner that have met the standards for Green Seal and EPA Safer Choice certification. They have many of the same environmental benefits as our concentrated chemical line but are ready to clean right out of the box. • Biodegradable & Compostable Breakroom Supplies – Staples has a compostable food container and beverage line, available in the U.S., made from corn, sugarcane and other natural products. • Recycled Paper Items – We offer hundreds of paper items with post-consumer recycled content, including coreless tissues, recycled paper towels and bathroom tissues containing recycled fibers, as well as Tru Red recycled printing papers that are also FSC-certified. • Reduced-Impact Alternative Products – Staples offers reduced impact products like biodegradable packing peanuts and nontoxic, Green Seal-certified cleaners and biodegradable and compostable trash can liners. • Matting – High quality indoor and outdoor mats, made from recycled content, are an integral part to many organizations' green cleaning programs. • Floor Cleaning Equipment – Staples partners with the most advanced floor care equipment manufacturers to find the right equipment to reduce chemicals, water, energy and labor hours. <p>We offer multiple ways to integrate these products into participating Entities' purchasing mix. The quarterly business review process offers an opportunity to thoroughly review goals, performance and potential cost savings. During these meetings, we can identify high usage items that have an equivalent item with environmental attributes that will help you meet participating Entity purchasing goals.</p> <p>FACILITIES RECYCLING & COMPOSTING</p> <p>Staples has helped many of our customers create and enhance their recycling and composting initiatives, from providing recycling units and signage to offering compostable trash can liners and breakroom supplies. We can conduct site audits to determine the most suitable program and execute that program at all of participating Entities' locations with consistent products and tools, training and manufacturer support. These programs can be as involved as a no-trash initiative, or as minimal as providing recycling bins alongside office trash cans.</p> <p>In addition, Staples invests significant time and resources in janitorial programs that minimize waste and reduce cost-in-use, such as coreless tissue, hands-free roll towel systems and foam hand soap.</p> <p>ENVIRONMENTAL REPORTING</p> <p>At Staples, we are going to work together with participating Entities to develop Worklife Solutions and measure the impact of their sustainable initiatives through clear, detailed reporting and quarterly business reviews. Staples' environmental reporting makes it easy to measure the impact of sustainable initiatives. With our Environmental Purchases Summary report, participating Entities may see a complete picture of green purchasing behaviors across their organization. And our Industry Benchmark tool will help compare their performance to that of their industry peers. You can also look at more specific information with our environmental details report, focusing in on key product categories where you'd like to improve your performance. Finally, our Small Order Reduction Calculator details how you can reduce both delivery costs and environmental impacts.</p>
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<p>80</p>	<p>Describe your capability to identify third-party issued eco-labels, ratings or certifications for the products in your catalog related to environmental or green factors.</p>	<p>PRODUCT CERTIFICATIONS & ECO-LABELING 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>81</p>	<p>Describe the features of your digital catalog to include available standard and enhanced content (description, photo, pricing, stock availability, ship/delivery date, etc.)</p>	<p>Staples partners with our product vendors and suppliers to capture detailed and accurate product information that includes:</p> <ul style="list-style-type: none"> • Item number • Manufacturer item number • Vendor name • Short description • Long description • Product image (jpeg format) <p>All items on Staples' ordering site include images, full description and detailed product specifications, with partial graphic support for wholesaler items. Staples also maintains its own five-layer categorization schema that includes: Super-Category, Category, Sub-Category, SKU Set and SKU.</p> <p>STOCK AVAILABILITY Users on StaplesAdvantage.com can 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. We do not provide quantity on hand but do provide expected delivery date based on quantity entered for inquiry or ordering. 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>82</p>	<p>Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.)</p>	<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 procurement programs. 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 Entity, Sourcewell and its participating Entities 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 each participating Entity 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 each participating Entity'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 the Member's 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
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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 - Tuesday October 13, 2020 09:29:35

[Marketing Plan/Samples](#) - Attachment 4 - Sourcewell Janitorial Marketing Plan.pdf - Tuesday October 13, 2020 10:20:07

WMBE/MBE/SBE or Related Certificates (optional)

Warranty Information (optional)

[Pricing](#) - Exhibit 1 - Sourcewell Janitorial Core Item List.xlsx - Tuesday October 13, 2020 09:06:44

[Additional Document](#) - Staples Attachments 2-3-5 and 6.zip - Tuesday October 13, 2020 12:26:58

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5_Janitorial Supplies_RFP_101320 Mon October 5 2020 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum 4_Janitorial Supplies_RFP_101320 Fri September 11 2020 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum 3_Janitorial Supplies_RFP_101320 Thu September 10 2020 10:32 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Janitorial Supplies_RFP_101320 Wed September 2 2020 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum 1_Janitorial Supplies_RFP_101320 Fri August 21 2020 08:16 AM	<input checked="" type="checkbox"/>	2



CONTRACT EXTENSION

Contract Number: 101320-SCC

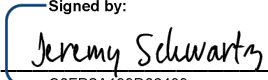
Sourcewell	and	Staples
202 12th Street Northeast		500 Staples Dr
P.O. Box 219		
Staples, MN 56479		Framingham, Massachusetts 01702-4478
(Sourcewell)		(Vendor)

have entered into Contract Number: 101320-SCC for the procurement of: Janitorial Supplies and Equipment with Related Services

The Contract has an expiration date of 2024-11-16 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-11-16 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489
 Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

9/6/2024 | 3:27 PM CDT
Date

Signed by:

75B171C7A79249D...
 Authorized Signature

Michele Parzianello
Name

Chief Sales Officer
Title

9/17/2024 | 7:24 AM CDT
Date

The City of Sacramento



BUSINESS IS
HUMAN

Cover Letter

October 17, 2024

Gary O'Neill
City of Sacramento
Finance Department
Procurement Division

Dear Mr. O'Neill,

The City of Sacramento (the City) is looking for a supply partner to drive cost savings and efficiencies throughout your procurement process. At Staples, we are dedicated to helping organizations get more done every day. That's why Staples makes finding, buying and delivering the right products and solutions faster and easier.

Staples is proposing our competitively awarded Sourcewell Janitorial Supplies program in response to this proposal. The Sourcewell–Staples cooperative purchase agreement is designed to provide office supplies, school supplies, facility supplies, office furniture and classroom furniture solutions at competitively bid pricing to educational institutions and local government entities.

Benefits of our solution include:

- Cost savings through our competitively bid contract pricing on multiple product categories.
- Fast delivery with most items delivered next day via our reliable, professional delivery team.
- Support from an Account Management team you can count on, dedicated to providing insights and program recommendations.
- Easy online ordering with self-service options, budget controls, approval flows, product comparisons and reporting.
- Streamlined support with everything you need under one account, you benefit from simplified invoicing and administration processes.

Staples is pleased to submit our response to this RFP. Pricing offered hereunder is valid for 60 days from October 17, 2024. Should an award not be made in that time, Staples reserves the right to adjust pricing based on any changes to manufacturer pricing during this period.

Staples' proposal is based on the understanding that the terms and conditions of the national Sourcewell Janitorial Supplies Contract #101320-SCC would govern in lieu of the terms and conditions included in this RFP. Any terms, conditions, or covenants beyond those set forth in the national Sourcewell contract are subject to further discussion and good faith negotiations between the parties if Staples is awarded this RFP. More information can be found at: <https://www.sourcewell-mn.gov/>.

As you will see from our proposal, we have customized a program that meets your expectations for product selection, process efficiency and competitive pricing. This tailored program will provide you both quality service and continued value.

We welcome the opportunity for further discussion.

Sincerely,

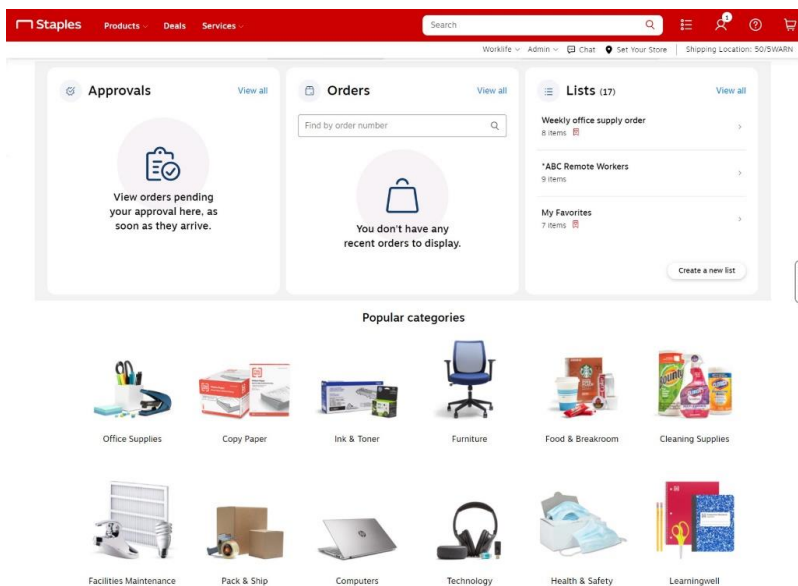
Brandon Kavrell
Key Account Executive, Public Sector
(916) 419-7813
Brandon.Kavrell@Staples.com

Michael Fournier
Key Account Executive, Facility Solutions
(916) 764-6676
Michael.Fournier@Staples.com

Value Add for the City of Sacramento

Order Portal and Reporting Information

At StaplesAdvantage.com, you can do more than order the products you need. Our site is fully customizable to your unique needs. 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 more than 150 third-party purchasing platforms.



With more than 400,000 products available, finding what you need is easy with StaplesAdvantage.com.

Easy Ordering Tools

StaplesAdvantage.com provides features and functionalities to streamline your ordering process while minimizing time spent on purchasing the items your organization needs to succeed. Key features include:

- **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 your criteria. Narrow results by category, brand or your previously 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.
- **Product Comparisons** – Compare up to four products at time to make an informed selection and read product reviews.

- **Shopping Lists** – Create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. Easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages.
- **Order Status & Tracking** – View details on all orders placed in the past 24 months, track your orders and view proof of delivery.
- **Hassle-Free Online Returns** – Process returns by clicking Return an Item from the Order History page.
- **Ink & Toner Finder** – Search by brand, model or cartridge number. Our enhanced ink and toner finder also includes past purchases and allows you to save printer information. Or choose from a range of free recycling options by clicking under the Help Center.
- **Frequently Purchased** – View and reorder items ready for replenishment by clicking on Frequently Purchased under the Lists icon. Frequently purchased items now include a list of products purchased over a two-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 like 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 templates the City uses.
- **Robust Help Center** – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, contact customer service, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more.

Online Procurement Controls

The City can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with your existing e-procurement systems or on its own. We offer:

- **User & Location Management** – Easily add new users, supervisors and account administrators and remove, modify or add shipping locations.
- **Account Maintenance** – Authorized profiles can add, modify and delete users, shipping locations, budget centers and PO/PO Releases.
- **Budget & Approval Controls** – Establish spending limits and approval routing to track account expenditures by user and department.
- **Customization Features** – Customize your platform with special instructions and messages to keep users in program compliance.

Mobile Capabilities

The City's employees 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 Advantage mobile app include:

- 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

Scalability

If the City has a surge in new hires, your Staples team is ready. StaplesAdvantage.com is fully scalable to meet your changing 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.

Reports Available

We understand how critical it is for the City to have comprehensive reporting. Through your partnership with Staples, you gain on-demand access to detailed reports covering your activity, from top items purchased down to user-level transactions. Our extensive reporting is one of our market differentiators, both in terms of its scope and in the detail of the information we provide. Our ordering, invoicing and reporting systems operate on one national platform, so you can be sure that the reports we provide are accurate and consistent for all your locations.

Staples Reporting Benefits



Detailed Insight

Our reports give you a complete view of your spend from individual purchasers to overall spend across all your departments, budget centers and locations.



Accessibility & Control

From online to email, Excel to PDF, our reports are accessible through a variety of methods and formats. Plus, we can provide reports in formats to import to your own data systems.



Timely Information

We can deliver reports on demand or at predetermined intervals. Since our standard reporting suite is so robust, we can fulfill most one-off customer reporting requests within two business days.



Data-Driven Results

We can report on everything from product usage to service levels. With these tools and resources, your Account Management team can help you identify procurement trends, isolate savings opportunities and make informed purchasing decisions.

Transaction Reports

Transaction reports allow the City to track product usage organization-wide and drill down by facility, department, office or individual, so you can find area-specific opportunities for increased savings and efficiency. Usage reports also allow you to detail purchases of recycled items or those from minority vendors, giving you clear metrics to support your corporate responsibility initiatives.

These reports detail the following:

- Manufacturer
- Order method
- Payment method
- Product category
- Contract versus non-contract items
- Recycled and environmentally preferable products
- MWBE products

Value-Add Reports

Staples captures data on countless aspects of your program, allowing us to produce reports that give your procurement team more control and add value. For example, we can provide value-add reporting on:

- **Spend by Ship-to** – This report provides category spend for each ship-to revealing locations not utilizing the program.
- **Order History Summary** – This report shows completed orders and credits over a given time period.
- **Assortment Changes** – This report provides visibility to changes in your assortment, providing six months of usage for discontinued SKUs and their replacement, when applicable.
- **Small Orders** – This report is used to identify small orders under a set dollar amount (\$35, \$50, \$75) and how the order was placed.
- **Top Items** – This report identifies top items purchased by quantity and sales.
- **Easy Savings Alternatives** – If the account is set up for Easy Savings Program, this report shows if you if users selected the alternate item when offered.

Sample Top Items Report

Master Name																					
Customer Handle/Member Number																					
Report Run Date: 9/19/2019																					
Report Date Range: 2019-01-01 - 2019-07-31																					
Report Generated: Top 25																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%; text-align: right;">151755</td> <td style="width:10%; text-align: right;">\$4,613,019.00</td> <td style="width:10%; text-align: right;">220508</td> <td style="width:10%; text-align: right;">\$403,809.03</td> <td style="width:10%; text-align: right;">372263</td> <td style="width:10%; text-align: right;">\$4,916,828.03</td> <td colspan="4"></td> </tr> </table>												151755	\$4,613,019.00	220508	\$403,809.03	372263	\$4,916,828.03				
	151755	\$4,613,019.00	220508	\$403,809.03	372263	\$4,916,828.03															
Primary Category	Secondary Category	Prod Division	Prod Dept	Prod Class	SKU	Item Description	QTY	ON CONTRACT SALES	OFF CONTRACT SALES	QTY Total	ADJ ADJUSTED SALES TOTAL	Rank ASS									
Paper	Col Sheet/Paper	PAPER SUPPLIES, CO	Paper	White Copy/Ready Cut	152848	STAPLES 8 1/2X11 COPIES	63396	\$ 2,877,537.49	\$ -	63396	\$ 2,877,537.49	1									
Toner	Toner	Business Machines	INK/ASSEMBLIES	INK/ASSEMBLIES	111438	LEWIS & CLARK 4900	4778	\$ 1,858,255.46	\$ -	4778	\$ 1,858,255.46	2									
Paper	Col Sheet/Paper	PAPER SUPPLIES, CO	Paper	INK SUPPLIES/PRINT	152896	INK SUPPLIES/PRINT	17938	\$ 658,447.00	\$ -	17938	\$ 658,447.00	3									
Toner	Toner	Business Machines	INK/ASSEMBLIES	INK/ASSEMBLIES	1564	LEWIS & CLARK 4900	1944	\$ 492,284.00	\$ -	1944	\$ 492,284.00	4									
Step & Print	Step & Print	PAPER SUPPLIES, CO	Shipping & Mailing Supplies	Shipping Supplies	7274617	SHIPPING SUPPLIES	175	\$ 375,306.00	\$ -	175	\$ 375,306.00	5									

Service Reports

Staples can provide a variety of reports to provide transparency on the service we provide the City. These reports include detail and summary level information on unshipped orders, backorders, cancelled orders and returns and credits.

Our Customer Report Card is our standard service level report providing the City with statistical information to track Staples' performance and service levels. This report provides the following:

- Spend breakdown by contract versus non-contract items
- Service charges
- Fill rate
- Cycle times
- Backorders and orders shipped complete
- Returns, credits and debits
- Average order information and summary by size

Customer Report Card

Explanation of Calculations - Shipped Data
 Information is specific to orders that have been shipped to the customer.
 Purchases - Shipped orders - Remanufactured consumables.
 Non-Contract Items - Catalog - Wholesale - Specials - Other Categories
 Average Order Size - Total Purchases / Total Orders
 Average Fill Rate - Total Purchases / Total Lines
 Average Cycle Per Order - Total Lines / Total Orders
 Report Period: May 16, 2016 - May 20, 2016 VTD Period: January 1, 2016 - May 20, 2016

Business Location: CMP-123 (12345678)

Shipped Account Summary			
Category	Reporting Period Purchases	Reporting Period % Purchases	VTD Purchases VTD % Purchases
Purchases	\$1,234.56		\$123,456.78
Remanufactured	\$0.00	0.00%	\$0.00
Net Purchases	\$1,234.56		\$123,456.78

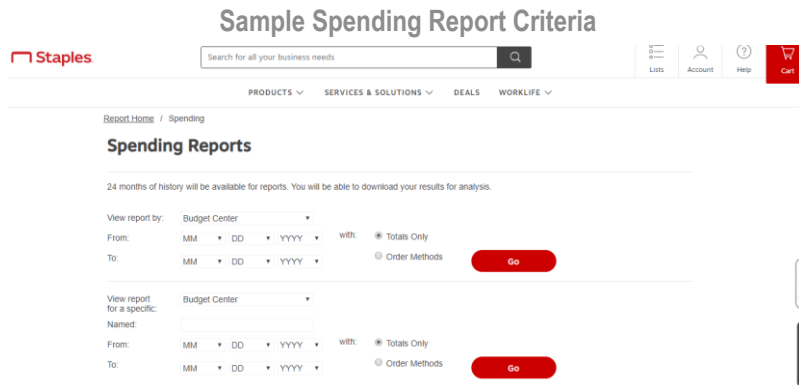
Shipped Contract Summary			
Contract	Reporting Period Purchases	Reporting Period % Purchases	VTD Purchases VTD % Purchases
Contract	\$1,000.00	81.1%	\$100,000.00
Non-Contract	\$234.56	18.9%	\$23,456.78

Shipped Contract Card Summary			
Contract Card	Reporting Period Purchases	Reporting Period % Purchases	VTD Purchases VTD % Purchases
Contract Card	\$1,000.00	81.1%	\$100,000.00
Non-Contract Card	\$234.56	18.9%	\$23,456.78

Online Reports

Designated end users can easily access several reports on StaplesAdvantage.com.

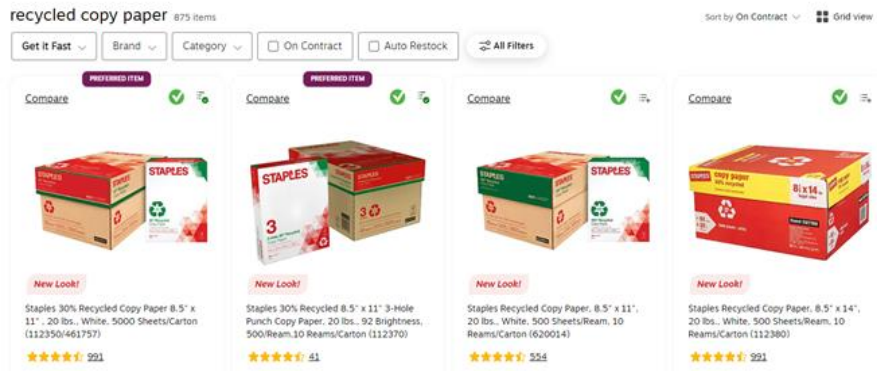
- **User Reports** – Provides information, including approval hierarchy, ordering limits and assigned ship-to or budget center.
- **Spending Reports** – View purchase summaries by budget center, bill-to, ship-to or individual for up to 24 months, including details on ordering method, order totals, number of orders and average order size.
- **Budget Reports** – Monitor the variances between spend versus budget.



With StaplesAdvantage.com spending reports, you can customize report criteria and download up to two years of spending data to monitor trends, identify consolidation opportunities and track user ordering habits.

Eco-Responsible Product Assortment

Our extensive assortment of more than 20,000 eco-responsible products includes Green Seal-certified cleaners, Organic-certified coffees, recycled and Forest Stewardship Council (FSC)-certified copy papers, refillable and non-toxic certified writing instruments, LEVEL-certified sustainable furniture, high yield and remanufactured toners, compostable breakroom products, ENERGY STAR electronics and much more. The City has easy access to eco-preferable products with StaplesAdvantage.com, through our system of environmental icons and robust search and filtering capabilities. Products meeting leading environmental standards are identified with our Eco-ID check mark icon in all search results.



We help your employees to support the City's sustainability initiatives with intuitive search features, comprehensive environmental filters and an environmental icon system.

Our eco-conscious product selection includes:

- Healthier and safer cleaning products, including hundreds of items that meet EPA Safer Choice, Green Seal and UL EcoLogo certification standards for greener chemistry.
- More than 3,900 post-consumer recycled paper products and 1,000 FSC-certified paper items spanning everything from copy paper to notepads and janitorial papers.
- Eco-friendly breakroom supplies, from certified compostable cups, plates, cutlery and food containers to USDA Organic and Fair Trade-certified coffees and teas.
- Furniture and office panel systems that meet BIFMA level™ certification and/or are made with post-consumer recycled materials and certified for promoting safer indoor air quality.
- Pens, scissors, binders and other business essentials containing post-consumer recycled materials.
- A wide selection of ENERGY STAR-qualified and EPEAT-registered technology from leading brands.
- High yield and remanufactured ink and toner cartridges.

Help The City Meet Its Sustainability Goals

Not only does Staples offer a large assortment of eco-responsible products, we also provide comprehensive environmental reporting, recycling and waste reduction programs and a partner committed to sustainability. Our dedicated sustainability experts will design a program tailored to your goals, and our Marketing personnel will help promote it to your employees.

Our sustainability programs can help the City:

- Procure a high percentage of eco-responsible products that also meet your budget
- Easily find eco-friendly products with our eco icons, search and environmental filters
- Track your green procurement progress with our industry-leading environmental reporting
- Institute safe and effective green cleaning and maintenance solutions to support a healthy, productive workplace
- Create healthier breakrooms with natural and organic foods and drinks
- Purchase sustainable furnishings that meet LEED and other green building standards and
- Identify and source more sustainable promotional products
- Optimize and green your technology infrastructure through Managed Print Services and energy efficient and EPEAT-qualified technology

- Implement recycling programs for hard-to-recycle items like electronics, batteries, toner and several other waste streams
- Decrease order packaging waste with our SmartSize™ packaging technology and small order consolidation programs
- Increase employee awareness and acceptance of your sustainability programs through web site customizations and educational program offerings that help shift behavior to more sustainable practices

Visit StaplesAdvantage.com/learn/sustainable-focus to discover more about Staples' green product selection, recycling services, print programs, ways to green your office and our goals and initiatives.

Proposed Product Recycled Content Information

Description	Min Sell Uom	Qty in Sell Uom	Unit Factor (Staples vs Cust)	Recycled	
BASELINE™ Hardwound Paper Towels, 1-ply, 800 ft./Roll, 6 Rolls/Case (BL55583)	CT	6	1	Y	Lower than Coastwide
Baseline™ Recycled Toilet Paper, 2-ply, White, 500 Sheets/Roll, 96 Rolls/Case (BL55236)	CT	96	1	Y	Lower than Coastwide
Coastwide Professional™ Toilet Seat Covers, 0.87" x 10.43", 250/Pack, 20 Packs/Case (CW24775)	CT	5000	1	1	
Baseline™ Recycled Multifold Paper Towels, 1-ply, 250 Sheets/Pack, 4000/Case (BL62593)	CT	4000	1	Y	Lower than Coastwide
Baseline™ Recycled Multifold Paper Towels, 1-ply, 250 Sheets/Pack, 4000/Case (BL55559)	CT	4000	1	Y	Lower than Coastwide
Coastwide Professional™ Lotion Hand Soap Refill, Light Floral Scent, 1 Gal., 4/Case (CW154RU01-ACT)	CT	4	1	1	
Coastwide Professional™ 50-56 Gallon Industrial Trash Bag, 43" x 47", Low Density, 1.8 mil, Black, 100 Bags/Box (CW18209)	CT	100	1	Y	5.51% less than Coastwide
Coastwide Professional™ 30-33 Gallon Industrial Trash Bag, 33" x 39", Low Density, 1.5 mil, Black, 4 Rolls (CW25530)	CT	100	1	Y	5.66% less than Coastwide
Ansell Sol-Vex Unsupported Nitrile Gloves, Flock Lined, Straight Cuff, Size 9, Green, 12 Pair/Box (37-175-9)	PK	12	1	1	
Simple Green Original All-Purpose Cleaner, Lemon, 24 oz., 12/Case (SMP14002CT)	CT	12	1	1	

Attachment 6 to Staff Report 2024-01927

CONTRACT #: **PRC003295**

CONTRACT NAME: **Janitorial Supplies and Equipment (Citywide)**

AGREEMENT TERM: Through 6/26/2026.

AUTHORIZED RENEWALS: City may choose to renew if the cooperative contract is renewed

LEAD AGENCY & SOURCING EVENT: Keystone Purchasing Network #KPN-202007-02

DEPARTMENT: Finance

DIVISION: Procurement



CITY OF SACRAMENTO ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PURCHASE AGREEMENT

The City of Sacramento ("City") and **VERITIV OPERATING COMPANY** ("Contractor"), hereby agree to these Additional Terms and Conditions ("Additional Terms"), effective January 1, 2025.

WHEREAS, Contractor entered into Contract No. **KPN-202007-02A** for janitorial supplies and equipment with **KEYSTONE PURCHASING NETWORK**, dated 6/22/2020 ("Cooperative Contract"), in which Contractor agreed to sell **JANITORIAL SUPPLIES AND EQUIPMENT** to governmental agencies that are members of **KEYSTONE PURCHASING NETWORK'S** Cooperative Purchasing Program ("Participating Public Agencies"); and

WHEREAS, the City wishes to purchase janitorial supplies and equipment, pursuant to the terms of the Cooperative Contract and these Additional Terms.

NOW THEREFORE, Contractor and the City agree as follows:

1. The City shall have all the same rights and obligations as **KEYSTONE PURCHASING NETWORK** under the Cooperative Contract. The terms of the Cooperative Contract shall apply to purchase orders and shall control over any contrary terms included in quotations or purchase orders.
2. Contractor agrees that in-stock supplies or equipment shall be delivered to the City no later than **One (1)** day after receipt of the order. Contractor will notify the City Buyer in writing if supplies or equipment that they are ordering are not in stock and will give a written estimate of the price, including shipping charges, and the anticipated delivery date to the City.
3. 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 contract supplement and bind Contractor to the terms hereof.
4. 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 required under the Agreement, as supplemented and modified by these Additional Terms.



KPN BID FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD
KPN 202007-02 Commercial Cleaning Equipment and Custodial Supplies

NAME OF BIDDER Veritiv Operating Company

INSTRUCTIONS: PART I of this form is to be completed by the Bidder and signed by the Authorized Representative. PART II will be completed by the Bid Issuer, KPN, only upon the occasion of the bid award. Label the scanned PDF version of the signed document with *Your Company Name - ACCEPTANCE* and upload to the KPN bidding website labeling the file **KPN Bid Form B – Company Name – Acceptance of Bid Contract Award**.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the Special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to KPN as stated in the evaluation section, will be a consideration in making the award.

Company Name Veritiv Operating Company Date 6/22/2020

Company Address 4501 Westport Dr City Mechanicsburg State PA Zip 17055

Contact Person Joseph Gurzenda Title National Account Manager

Authorized Signature (ink only)  Title Chief Operating Officer
Salvatore A. Abbate

PART II: AWARDING AGENCY

Your bid for contracting services is hereby accepted. As contractor/supplier, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the IFB. As contractor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until an executed purchase order is received from the agency. The parties intend this contract to constitute the final and complete agreement between the agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the contract shall commence upon award and continue until June 30, 2021 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for five (5) additional one-year terms; 2022, 2023, 2024, 2025 and 2026.

Awarding Agency Central Susquehanna Intermediate Unit d/b/a The Keystone Purchasing Network

Agency Executive 

Awarded this 20 day of August Contract Number 202007-02A

**EXTENSION OF AGREEMENT
KPN BID 2020**

Contract EXTENSION AGREEMENT made by and between

Veritiv Operating Company (Vendor)

Category: Commercial Cleaning Equipment and Custodial Supplies
and

The Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)

Agreement being numbered: KPN Bid# **KPN-202007-02A**

Contact: Mark Carollo, 90 Lawton Lane, Milton, PA 17847, (570) 246-5936


The existing Agreement in initially commencing upon award terminates on June 30, 2021; however, the Term of Contract and Extensions in the KPN Bid provides the Agreement may be extended for five (5) additional 12- month periods by mutual written agreement through June 30, 2026. KPN has approved this extension and now the **Central Susquehanna Intermediate Unit d/b/a KPN** and **Vendor** desire to extend the Agreement for a term of one (1) year, until June 30, 2022. The contract may be extended upon the approval of the Board of Directors of the Central Susquehanna Intermediate Unit and the Vendor. Upon the signatures of authorized officers of the **Central Susquehanna Intermediate Unit** and **Vendor** the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original KPN Bid.

Central Susquehanna Intermediate Unit

Authorized Signature  Date May 20, 2021
Dr. John Kurelja, Assistant Executive Director

Vendor

Authorized Signature  Title Vice President, Corporate Accounts
Typed Name David W. Backus Date June 2, 2021

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under the headings of "Discontinued Products" and "New Technology and Price Reduction" set forth in the KPN Bid.

NOTE: This agreement must be received at the KPN office at the Central Susquehanna Intermediate Unit on or before June 11, 2021 at 4:00 p.m.

If you as the Vendor do not want to extend the contract, please sign below and return this agreement to the KPN office at the Central Susquehanna Intermediate Unit by June 11, 2021 at 4:00 p.m.

Discontinue: We desire to discontinue the contract, effective June 30, 2021.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

**EXTENSION OF AGREEMENT
KPN BID 2020**

Contract EXTENSION AGREEMENT made by and between

Veritiv Operating Company (Vendor)

Category: Commercial Cleaning Equipment and Custodial Supplies
and


The Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)

Agreement being numbered: KPN Contract # **KPN-202007-02A**
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This extension shall be subject to the same Terms and Conditions as contained in the original KPN Bid.

Central Susquehanna Intermediate Unit

Authorized Signature  Date May 19, 2022
Dr. John Kurelja, Executive Director

Vendor

Authorized Signature  Title VP, Corporate Accts
Typed Name Stephanie Moy Date 5/25/2022

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under the headings of "Discontinued Products" and "New Technology and Price Reduction" set forth in the KPN Bid.

NOTE: This agreement must be received at the KPN office at the Central Susquehanna Intermediate Unit on or before June 10, 2022 at 4:00 p.m.

If you as the Vendor do not want to extend the contract, please sign below and return this agreement to the KPN office at the Central Susquehanna Intermediate Unit by June 10, 2022 at 4:00 p.m.

Discontinue: We desire to discontinue the contract, effective June 30, 2022.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

**EXTENSION OF AGREEMENT
KPN BID 2020**

Contract EXTENSION AGREEMENT made by and between

Veritiv Operating Company (Vendor)

Category: Commercial Cleaning Equipment and Custodial Supplies
and

The Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)

Agreement being numbered: KPN Contract # **KPN-202007-02A**
Contact: Mark Carollo, 90 Lawton Lane, Milton, PA 17847, (570) 246-5936


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This extension shall be subject to the same Terms and Conditions as contained in the original KPN Bid.

Central Susquehanna Intermediate Unit

Authorized Signature  _____ Date May 17, 2023
J. Ch. Kurelja jB May 30, 2023 22:51 EDT
Dr. John Kurelja, Executive Director

Vendor

Authorized Signature  _____ Title SVP, Sales
Typed Name Stephanie Mayerle Date 06/09/2023

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under the headings of "Discontinued Products" and "New Technology and Price Reduction" set forth in the KPN Bid.

NOTE: This agreement must be received at the KPN office at the Central Susquehanna Intermediate Unit on or before June 12, 2022 at 4:00 p.m.

If you as the Vendor do not want to extend the contract, please sign below and return this agreement to the KPN office at the Central Susquehanna Intermediate Unit by June 12, 2022 at 4:00 p.m.

Discontinue: We desire to discontinue the contract, effective June 30, 2023.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

**EXTENSION OF AGREEMENT
KPN BID 2020**

Contract EXTENSION AGREEMENT made by and between

Veritiv Operating Company (Vendor)

Category: Commercial Cleaning Equipment and Custodial Supplies
and

The Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)

Agreement being numbered: KPN Contract # **KPN-202007-02A**
Contact: Mark Carollo, 90 Lawton Lane, Milton, PA 17847, (570) 246-5936

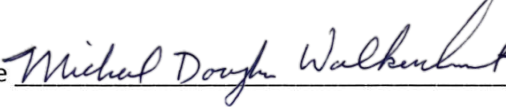
The existing Agreement in initially commencing upon award terminates on June 30, 2021; however, the Term of Contract and Extensions in the KPN Bid provides the Agreement may be extended for five (5) additional 12- month periods by mutual written agreement through June 30, 2026. KPN has approved this extension and now the **Central Susquehanna Intermediate Unit d/b/a KPN** and **Vendor** desire to extend the Agreement for a term of one (1) year, until June 30, 2025. The contract may be extended upon the approval of the Board of Directors of the Central Susquehanna Intermediate Unit and the Vendor. Upon the signatures of authorized officers of the **Central Susquehanna Intermediate Unit** and **Vendor** the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original KPN Bid.

Central Susquehanna Intermediate Unit

Authorized Signature  Date May 15, 2024
Dr. John Kurelja, Executive Director

Vendor

Authorized Signature  Title SVP Facility Solutions
Typed Name Michael Douglas Walkenhorst Date June 3, 2024

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under the headings of "Discontinued Products" and "New Technology and Price Reduction" set forth in the KPN Bid.

NOTE: This agreement must be received at the KPN office at the Central Susquehanna Intermediate Unit on or before June 14, 2024 at 4:00 p.m.

If you as the Vendor do not want to extend the contract, please sign below and return this agreement to the KPN office at the Central Susquehanna Intermediate Unit by June 14, 2024 at 4:00 p.m.

Discontinue: We desire to discontinue the contract, effective June 30, 2024.

Authorized Signature _____ Title _____
Typed Name _____ Date _____



*Veritiv Operating Company
3510 Carlin Drive
West Sacramento CA 95691*

*City of Sacramento
Finance Dept/Procurement Div
Sacramento CA 95814*

October 10, 2024

Subject: RFQ Response Q25061521002 Janitorial Supplies

*Veritiv certifies that it has received all documents, including any addenda, and understands the scope of work covered by this solicitation. We are fully committed and capable of fulfilling the requirements of this RFQ via our KPN Cooperative Agreement. **Veritiv has a strong local presence with our own local distribution center and delivery fleet** in West Sacramento. Our strengths include detailed organization, working closely with our suppliers for Just-In-Time delivery, bringing solutions to help with efficiency and cost effectiveness to the city cleaning program, and providing ongoing “hands on” training and assistance for proper cleaning processes, inventory management and sustainability initiatives.*

We appreciate the opportunity to participate and look forward to partnering with you. Should you have any questions regarding this response, please contact me directly at christine.hartman@veritivcorp.com or 925-483-9906 and/or Jami Ferrara, National State and Local Accounts Representative at jami.ferrara@veritivcorp.com or 520-999-1580.

Regards,

Christine Hartman

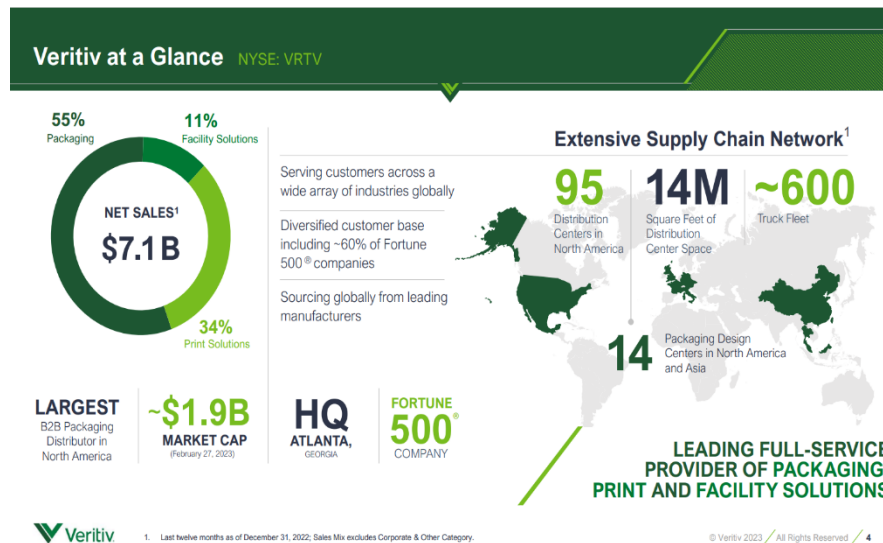
Christine Hartman, Sales Representative

Veritiv Operating Company

Executive Summary

Veritiv Operating Company (Veritiv) is a North American leader in business-to-business distribution solutions with approximately 5,000 team members located in more than 95 locations across North America.

Our history goes back more than 150 years, and on July 1, 2014, the xpedx business of International Paper Company and Unisource Worldwide, Inc. were joined together under a new parent company, Veritiv Corporation. Veritiv is listed as a Fortune 500 Company, 2023 Fortune Magazine's World's Most Admired Companies, 2024 Ameristar Award, 2024 Walt Disney World's "Supplier of the Year, Bronze Medal from EcoVadis and IMPACT Corporate Skills-Based Award.



As the largest distributor of printing, packaging, facility supplies and foodservice supplies in North America, Veritiv serves tens of thousands of customers, across the United States and Mexico, in key strategic markets. These markets include, but are not limited to, commercial printing, food and material manufacturing, fulfillment, government, healthcare, as well as primary and secondary education. Veritiv represents best in class manufacturers to include but not limited to the following: Kimberly Clark, Georgia Pacific, Gojo, Rubbermaid, Diversey, Betco, Ecolab, Berry, Heritage, Dart, Pactiv, Western Plastics, TTI Hoover, Tenant Nobles, Nilfisk, IPC Eagle, Proteam, and many more companies that Veritiv and its team, partner with to bring innovation and ecofriendly products to your marketplace.

Local Sales Professionals are dedicated to support the implementation and development of your program and will be responsible for activities in all your locations. The Sales Professional will serve as key contact for your requirements, questions, and reviews. Responsibilities include:

- *Reviewing program status during scheduled Business Reviews*
 - *Proactively responding to business objectives*
 - *Providing lowest total cost solutions*
 - *Supporting program implementation for new or enhanced product introduction*
 - *Analyzing product performance and current packaging procedures*
 - *Recommending efficiencies through product application and/or equipment*
 - *Providing technical support for product utilization, installations and repairs*
 - *Managing manufacturer relationships*
- *Providing ongoing “hands on” training and assistance wherever needed*

With annual sales nearly \$1 billion in facility supplies and equipment, Veritiv is well positioned with thousands of products, including those certified as environmentally preferable and a local distribution network to achieve high fill rates with minimal backorders and while filling backorder quickly for the customers. For many years, Veritiv has been servicing public sector customers thru national cooperative contracts including KPN, NASPO and TIPs, as well as standalone contracts with various entities.

Veritiv Values



The graphic features a dark teal background on the left with the text "Veritiv Values" in white. To the right, four white circles containing the letters C, O, D, and E are stacked vertically. Each circle is followed by a value name in green and a brief description in black. At the top left is the Veritiv logo, and at the top right is the number 1. At the bottom center is a small copyright notice.

C **Cultivate Innovation**
Through diverse people and ideas.

O **Own It**
Simplify the process. Accelerate the solution.

D **Deliver and Delight**
Every day, in every way.

E **Embrace the Green**
One team, shaping success for ourselves, our customers, and our planet.

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POWERFUL PROCUREMENT SOLUTIONS

How can you gain exclusive access to premier facility supplies and equipment at competitive prices?

The answer is simple! Take advantage of Veritiv's national contract with Keystone Purchasing Network (KPN), a cooperative purchasing program serving schools, government agencies, nonprofits and more.

Veritiv® contracts with KPN to extend these benefits, plus access to our industry-leading facility solutions, sustainability expertise and e-commerce platforms, along to our customers. The end result is streamlined procurement and improved, more efficient facility supply programs. Plus, there's no fee to join!

- ▶ Save time, improve quality and achieve cost savings by allowing Veritiv's experienced and certified facility advisors the ability to streamline supply requirements while maintaining a safe and healthy facility.
- ▶ Eliminate the burden of local bidding.
- ▶ Gain access to 1,000+ of the best products and prices from top suppliers
- ▶ Maintain compliance and meet your procurement policies and guidelines.





► Facility supplies

- Can liners
- Carpet and floor care products
- Disinfectants
- Drain degreasers and maintainers
- Dust mop treatment
- Furniture polish
- General purpose
- Glass cleaners
- Hand pads
- Laundry products
- Metal cleaners
- Oven and grill cleaners
- Restroom cleaners
- Scrubbing pads
- Warewashing products
- Specialty cleaners

► Personal care products

- Facial tissue
- Hand soaps
- Hand towels
- Toilet seat covers
- Toilet tissue

► Cleaning equipment

- Air movers
- Burnishers
- Carpet extractors
- Scrubbers
- Spot cleaners
- Sweepers
- Vacuums

► Personal Protective Equipment

- Disposable Gloves
- Face Masks



PERFORMANCE AT WORK™

About Veritiv

A FORTUNE 500® Company, Veritiv is a strategic distribution company specializing in facility solutions, packaging, print and paper, publishing and logistics. Serving customers in a wide range of industries, Veritiv has distribution centers strategically located throughout North America, and employs team members worldwide.

To request more information or join the network, please contact the following:



Part III

BID FORMS AND INSTRUCTIONS

KPN 202007-02 Commercial Cleaning Equipment and Custodial Supplies

Documents Included in Part III

- Bid Forms Submittal Instructions**
- Bid Forms Table of Contents**
- FORM A: Bid Affidavit**
- FORM B: Acceptance of Bid and Contract Award**
- FORM C.1: Questionnaire for Bidder**
- FORM C.2: Certification of Ability to Serve Members**
- FORM D: Company Qualifications**
- FORM E: Exceptions to Terms, Conditions and Specifications**
- FORM F.1: Compliance and Deviations**
- FORM F.2: Deviations**
- FORM G.1: Pricing Schedule Submittal Instructions**

HOW TO USE THESE FORMS: Forms in this portion of the IFB are PDF fillable documents such that bidder can type into the documents and save. You can download the forms to your computer and type directly on the form and click check boxes for responses. Once each form is completed, sign a hard copy version, scan it and upload to the KPN bidding website. Instructions are provided below and at the top of each form. If you have questions about these procedures or require assistance, contact Jeffrey Kimball, weekdays except holidays, 8:00 a.m. – 4:00 p.m., Eastern Time, (570) 523-1155, ext. 2130.

III.1. Bid Submittal Instructions

- III.1.a. **Deadlines and time lines:** The bid proposal receipt deadline is listed in Part I on page two(2).
Questions regarding bid specifications will be accepted by telephone, (888) 490-3182 or (570) 523-1155, ext. 2130, or email, jkimball@csiu.org on weekdays, except for holidays, between 8:00 a.m. and 4:00 p.m., Eastern Time.
VERY IMPORTANT: As the deadline approaches, revisit the bid publishing site, <https://kpn.ionwave.net> to check for amendments and other updates.
- III.1.b. **Sealed Bid Format:** Submit all bid documents online. Samples that are required must be received by the bid due date and time.
- III.1.c. **Bid Samples Submission Venue:** The bid samples must be sent via UPS, Fed Ex, to:
Keystone Purchasing Network (KPN)
Attn: Jeff Kimball
90 Lawton Lane

Milton, PA 17847

- III.1.d. **Online Bid Submission:** The Bid Forms and instructions for submitting a complete and competitive bid comprise this section of the IFB.
- III.1.d.(1) Each bid form and other information must be named correctly and uploaded to the KPN bidding website.
- III.1.d.(2) Include a cover letter that identifies the bid number, the name of the bidding company, the company's website, the chief contact's email and telephone number.
- III.1.d. **Document Development:** These Bid Forms are presented in a "fillable PDF" format, which allows electronic completion. Most documents requested in this section also require signatures and thus must be printed out after completion, signed, scanned and saved as separate PDFs, including attachments where appropriate. All documents must be titled with the name of the bidder and the form. All attachment pages must have the bidder's name at the top.
- III.1.e. **Bid Proposal Electronic Media Organization:** Use the Table of Contents Form as a checklist for organizing the electronic files. Proposals lacking any of the required information may be rejected as nonresponsive. Organization of the materials in a way other than requested may result in the impression that the proposal is incomplete and thus nonresponsive.
- Table of Contents:** Using the form provided, create a Table of Contents for the bid proposal. Provide this as a filled-in PDF document (does not require a signature) or a document that has been printed, filled-in and scanned to a PDF, and title it *Your Company Name Table of Contents*. Then upload document to the KPN bidding website.
- Bid Affidavit (FORM A):** Complete the form provided. A signature of the bidder's authorized representative is required and a Notary Public must complete this form. Scan to a PDF document and title it *Your Company Name Affidavit*.
- Acceptance of Bid and Contract Award (FORM B):** Complete the form provided. A signature of the bidder's authorized representative is required. Scan to a PDF document and title it *Your Company Name - Acceptance of Bid and Contract Award*.
- Service Questionnaire (FORM C.1):** The Service Questionnaire seeks information about the bidder's pricing structure and commerce practices. Complete the form provided. The authorized representative must sign the completed document. Scan to a single PDF document with FORM C.2 below and title it *Your Company Name Service Questionnaire*.
- Certification of Ability to Serve KPN Membership (FORM C.2):** Certification of bidder's ability to serve in the fifty states and District of Columbia. Sign and scan this form together with FORM C.1 above, to make a single PDF document. as per the instructions at the top of FORM C.1. Requested copies of state licenses or certifications should be scanned and included with this form.
- Company Information (FORM D):** The Company Information Form requests incorporation and operational information about the bidding. The authorized representative must sign the completed document. A letter of credit from the bidder's financial institution is a required attachment. Scan the Form and requested attachments to a single PDF document and title it *Your Company*

Name - Company Information. Summaries of example/reference projects are also requested and should be incorporated as attachments.

Exceptions (FORM E): Exceptions to Terms and Conditions (set forth in Part I of this IFB) and Special Terms and Conditions (Part II) must be noted on FORM E. If there are no exceptions, the form must be returned with the “no exceptions” box checked and signed by the authorized representative. Scan to a PDF document and title it *Your company Name - Exceptions*.

Compliance (FORM F.1): The Compliance Form seeks the bidder’s ability to fulfill the bid commodity specifications set forth in Part II. The specifications represent the needs and interests of the member agencies and their affiliate members. Alternates or deviations may be proposed unless otherwise specified. While deviations may be acceptable, the bidder who is able to comply with the greater number of specifications may be considered more responsive. After checking boxes, the authorized representative must sign the form. Scan to a PDF document and title it *Your Company Name - Compliance*.

Deviations (FORM F.2): Explanations of deviations noted in response to Compliance (FORM F.1) are required on FORM F.2. If there are no deviations, the form must be returned with the “no deviations” box checked. The form must be signed by the authorized representative, scanned to a PDF document and title it *Your Company Name - Deviations*.

Pricing (FORM G.1): FORM G.1 is intended as the cover document for the bidder’s discount pricing schedule. This form must be signed by the bidder’s authorized representative. Scan to a PDF document and title it *Your Company Name - Form G.1 Pricing*.

Pricing Schedule (G.2): Create a discount pricing schedule using the spreadsheet provided as FORM G.2 to this IFB, as per the instructions on FORM G.1. Save the document as *Your Company Name – Form G.2 Pricing Schedule*.

Catalogs and/or Pricelists: Include PDF copies of the bidder’s most recent published catalog(s) or pricelist(s). Save the PDFs as *Your Company Name/Type of Catalog*.

III.2. BIDDER’S RESPONSIBILITY: It is the bidder’s responsibility to ascertain that all documents submitted have been saved completely and appropriately to the KPN bidding website. Files that cannot be opened by KPN may result in the rejection of the proposal. The CSIU, KPN, its member agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable or received after the deadline.



Invitation for Bid (IFB)
KPN 202007-02 Commercial Cleaning Equipment and Custodial Supplies

PART I: GENERAL TERMS AND CONDITIONS

On behalf of its membership in the fifty United States and the District of Columbia, the Keystone Purchasing Network (KPN) seeks a discounted source of quality commercial cleaning equipment and custodial supplies including installation services and associated expertise, rebuilding and repair services, work, training, certification, analysis, products and services. Member agencies are primarily school districts, charter schools, colleges and universities, local government offices and other tax-exempt nonprofit agencies. It is KPN's intent to award one contract, but if it is in the best interest of members, it reserves the right to make multiple awards.

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ADDITIONAL DOCUMENTS TO DOWNLOAD

PART II: Bid Category Specifications

PART III: Bid Forms and Instructions

Keystone Purchasing Network

Invitation for Bid (IFB)

KPN 202007-02 Commercial Cleaning Equipment and Custodial Supplies

CALENDAR OF BID ACTIVITIES

Transaction	Date
Bid published on https://kpn.ionwave.net	June 8, 2020
Question/Information Period 8 a.m.–4 p.m. ET, weekdays except holidays	June 10 – 30, 2020
Proposal Deadline	July 6, 2020, 4:00 p.m. ET
Public Bid Opening CSIU Main Office, 90 Lawton Lane, Milton, PA	July 7, 2020, 9:00 a.m. ET
CSIU Board Meeting for bid approval	August 19, 2020
Notification of awards	August 20, 2020
Term of Contract	Upon award until June 30, 2021
Contract Extensions	Possibility of up to five (5) one-year extensions

I.A. Issuer: The Keystone Purchasing Network (KPN) is a not-for-profit national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit (CSIU), a regional educational service agency created by the Pennsylvania Legislative Act of 1971 and a Political Subdivision of the Commonwealth of Pennsylvania. KPN serves tax-exempt nonprofit educational institutions, political subdivisions and other not-for-profit organizations across the nation that seek quality products and services for the best possible price. KPN relieves its members of the burden of conducting individual, lengthy and costly bid awards.

I.B Membership in KPN: Agencies must register online with KPN at <https://www.thekpn.org/>. Only registered KPN members are eligible for vendor discounts available under KPN contracts. KPN members are school districts, nonpublic schools, technical high schools, charter schools, colleges and universities, preschool organizations, political subdivisions and other nonprofit agencies and organizations.

I.C. Contact Information:

Keystone Purchasing Network
90 Lawton Lane
Milton, PA 17847
Jeff Kimball, Cooperative Purchasing Services Director
(570) 523-1155, ext. 2130
Fax: (570) 524-5600
jkimball@csiu.org

I.D. Time Line: See page 2 of this document.

I.E. Eligibility of Respondents: Bidders must align with the following requirements in order to be eligible in the bid competition.

- I.E.1. The bidder must file a complete bid per the instructions in this IFB by the stated deadline.
- I.E.2. The bidder must be a company with an office in North America and have a record of no less than five years doing business in the bid category nationally.
- I.E.3. The bidder must have a record of doing business with entities in a minimum of ten states.
- I.E.4. The bidder must be able to offer KPN members “most favored agency” prices for quality products and services.
- I.E.5. The bidder must have access to a national distribution system. Furthermore, the respondent must be able to provide local installations, training, and maintenance services in this IFB to all KPN members.
- I.E.6. A bidder must provide a copy of its Certificate of Authority or licensing to do business in each of the fifty United States and the District of Columbia in response to FORM C.2 (See Part III, Bid Forms and Instructions).
- I.E.7. The bidder must be able to fulfill the reporting, invoicing, and general and specific standard terms and conditions required by KPN contract.
- I.E.8. The bidder must be able to deliver the products, services, and warranties proposed in the bid within the contractual period stipulated for the bid.

I.F. Glossary of Terms

Term	Definition
Bid	The competitive application for a contract award.
Bid Award	The competitive award of a contract to provide goods and services as per this IFB.
Bid Documents	Bid documents include the Advertisement for Bids, Instructions to Bidders, General Terms and Conditions of the Contract, Bid Specifications, Supplementary Conditions (if any), Plans (if applicable), Bid Response Form, Addenda (if any) and Letter of Award.
Bid Proposal	The document submitted by the respondent in pursuit of the bid award, on which the selection panel, among other things, will base its selection or rejection of the bid.
Bid Price	Monetary sum identified by bidder in bidder's proposal.
Bidder	Person or entity submitting a bid, a respondent to the bid. Once a bid has been awarded, the bidder becomes a supplier, also known by "contractor," "vendor," "provider" and "offeror."
Capitalized Terms	Capitalized terms used in the IFB and Contract and not otherwise defined herein are specific to and have meaning ascribed to them in documents specific to this bid.
Contract	The agreement binding the bid award and conditions flowing from it.
Contractor	(1) The successful bidder or, (2) In clauses in this IFB pertaining to construction and installation services, subsection I.K.18 et seq., "Contractor" is defined as the entity contracted by the member agency to provide such services.
Event of Default	The occurrence of a failure to meet contractual obligations set forth under general and specific terms.
KPN	Keystone Purchasing Network administered by the CSIU.
Member Agency	A school district, vocational technical school, nonpublic school, educational service agency, college or university, municipal division of local, county or state government, or other nonprofit organization registered as a KPN member and eligible for discounts that flow from KPN contracts.
Most Favored Agency Pricing	Lowest possible pricing schedule offered by supplier exclusively to KPN member agencies.
Remedies	Procedures and rights accorded the member pursuant to an event of default by contractor.
Supplier	The successful bidder becomes the supplier, a term that can be used interchangeably with vendor, provider, contractor or offeror.

I.G. Grounds for Disqualification of Bid Proposals: KPN has the authority to reject any and all bid proposals for any of the following reasons:

- I.G.1. Ineligibility of bidder (see § I.D. above).
- I.G.2. Incompleteness of bid proposal (see Part III for instructions on submitting a complete bid proposal).
- I.G.3. Lateness of bid proposal.
- I.G.4. Bid proposal not submitted online.
- I.G.5. Falsification of information in bid proposal.

I.H. Rejection of Bid Proposals: The KPN selection panel has the authority to preliminarily disqualify Bid Proposals for reasons set forth in § I.G. above, and to reject proposals on the basis of competitive selection as set forth in part I.E. above. All decisions made by the selection panel are final and appeals will not be granted.

I.H.1 Protests: Protests shall be filed with KPN, and shall be resolved, in accordance with applicable law. A protest must be in writing and must be filed with KPN. A protest of solicitation must be received at KPN before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten days after the protester knows or should have known the basis of the protest. A protest must include: (1) the name, address and telephone number of the protester; (2) the original signature of the protester or its representative; (3) identification of the solicitation; and (4) a detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested.

I.I. Withdrawal of IFB: KPN has the authority to withdraw the IFB at any time up to the award of a contract. Furthermore, KPN has the authority to reject all bid proposals.

I.J. Bid Evaluation: KPN evaluates bid responses and makes an award based on the lowest, responsive and responsible bidder meeting the specifications which it deems in the best interest of its members.

I.J.1. Marketing Plan. Bidders are required to submit a detailed marketing plan that includes information and promotional materials that can be used to market the contract to KPN members. Additionally, bidders are surveyed about past and anticipated exhibiting activities at professional conferences, sales staff and proposed ways in which the company can participate in cooperative marketing activities with KPN. Upon award of a contract KPN staff will meet with contractor(s) staff to develop a 30-90 day national rollout of the contract to their sales staff. KPN staff will work with contractor(s) on various print, electronic and exhibit booth contract advertising.

I.J.2. Pricing.

- (a) For the term of this bid and any extensions, the supplier must offer the most favored agency pricing to KPN and its members.
- (b) The proposed pricing bid must include all costs for implementation of the materials and services provided in this bid.
- (c) The proposed pricing must have the KPN administrative fee built into it. The fee may not be charged separately to purchasing members.

I.K. General Terms and Conditions: The following General Terms and Conditions are incorporated in all contracts awarded through Invitations For Bid (IFB) and Requests For Proposal (RFP) conducted by the Central Susquehanna Intermediate Unit (CSIU) as administrator of the Keystone Purchasing Network (KPN) on behalf of its member agencies.

I.K.1. Issuing Agency: The KPN is a program initiative of the CSIU, 90 Lawton Lane, Milton, PA 17847. KPN is a cooperative purchasing program of the CSIU operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa. CS §§1901 et. seq., as the same may be amended from time to time (the "Act"), for those school districts assigned to the CSIU, as well as other organizations eligible to participate under the Act, whether such organizations are located inside or outside of the Commonwealth of Pennsylvania. Eligible member organizations under the Act include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions, public libraries, tax-exempt nonprofit public health institutions and

organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity that expends public funds for the procurement of supplies, services and construction. The CSIU is a regional service agency by Act of the Pennsylvania Assembly of 1971 and a Political Subdivision of the Commonwealth of Pennsylvania. Membership in KPN is free for all eligible organizations.

- I.K.2 **Term of Contract and Extensions.** The term of the agreement shall commence upon award and continue until June 30 of the following year unless terminated, canceled or extended. By mutual written agreement as warranted, the term of contract may be extended for five (5) additional one-year terms.
- I.K.3 **Contractor.** The “offeror,” “supplier” or “vendor” responding to a KPN issued IFB or RFP, who is awarded a KPN contract for discounted supplies, services and/or construction through the selection process becomes the “contractor” under the terms of the contract.
- I.K.4 **Purchasing Member.** KPN has issued the IFB for a program of supplies, services and/or construction on behalf of its membership. Its individual members will be the users of the contract, hereinafter “purchasing members.”
- I.K.5 **Administrative Fee.** The contractor agrees to pay KPN a 2% administrative fee based on total volume of sales generated by KPN purchasing members, or an alternative administrative fee structure appropriate to the commodity under solicitation as set forth in the IFB.
- I.K.6 **Reporting.** The contractor will file quarterly sales reports with KPN accompanied by the abovementioned administrative fee on reported sales, or as otherwise stipulated in the IFB or otherwise agreed upon and set forth in the contract as is appropriate to the commodity solicited in the IFB.
- I.K.7 **Audits.** KPN has the right to authorize audits of all reports and purchases made under this bid.
- I.K.8 **Debt.** The contractor may not accrue debt against this contract or notice of award without the prior written consent of KPN. No subcontract shall be made with any other party for the furnishing of supplies, services and/or construction in accordance with the contract without the prior written consent of KPN.
- I.K.9 **Termination of Contract.** KPN may at any time, upon seven (7) days prior written notice, terminate the contract with just cause. In case of such termination for KPN’s convenience, the contractor is entitled to receive payment from the participating members for services performed and goods received prior to the date of termination.
- I.K.10 **Interpretation of Contract.** The contract shall be construed and interpreted, and its validity and the rights of the parties are determined in accordance with the laws of the Commonwealth of Pennsylvania, County of Snyder, in which the CSIU is located.
- I.K.11 **Compliance with Laws.** All applicable laws are deemed to be part of the General Terms and Conditions to the contract and specifications, and the contract is read and enforced as though they were included. The contractor must comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards in a member’s locale. The failure to specifically reference or include said matters in contract documents does not excuse the contractor from compliance

with the same. Without limiting the foregoing, the supplier shall comply with the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970, Public Law 91-596, and Part 1910, Occupational Safety and Health Standards, Chapter XIII of Title 29 Code of Federal Regulations. Section XIII contains additional compliance for construction related services, which are deemed to be part of the General Terms and Conditions to the contract and specifications by reference.

- I.K.12. **Independent Contractor.** In performing services and providing products pursuant to the contract, the contractor is acting independently and not as an agent, servant, partner nor employee of KPN or its members. The contractor has control over the services and products it delivers under the contract, and is solely responsible for its own federal, state and local income taxes, salary, social security payments and any and all other payments incurred by the contractor in the performance of the contract, as well as adhere to all necessary legal requirements governing employment. None of the benefits provided by KPN or its members to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance and unemployment insurance, are available to the contractor and/or any of the contractor's agents, servants, employees or subcontractors. The contractor has no authority under the contract to assume or create any such obligation or responsibility, expressed or implied, on behalf or in the name of KPN or its members, or to bind KPN or its members in any way whatsoever.
- I.K.13. **Binding Contract.** The contract shall be binding and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- I.K.14. **Waivers.** The waiver by a party to the contract of any term, covenant, obligation or condition herein shall be in written notice to the vendor by KPN or its participating members. It may not be deemed to be a waiver of any subsequent breach of the same or waiver of any other term, covenant, obligation or condition of the contract.
- I.K.15. **Invalidities.** The invalidity of any words, phrases, sentences, sections or subsections contained in the contract may not affect the enforceability of the remaining portions of the contract, or any part thereof, all of which are inserted conditionally on their validity in law. In the event any one or more of the words, phrases, sentences, sections or subsections are found to be invalid or unenforceable, the contract will be read as if such offending provisions had not been inserted, and if such invalidity is caused by the length of any period of time set forth in any part hereof, such period of time will be considered to be reduced or increased, as necessary, to a period that would cure such invalidity.
- I.K.16. **Member-Contractor Transactions:**
- I.K.16.a. The contractor must designate by name and contact information a representative who serves as the facilitator and information resource for KPN members.
- I.K.16.b. **Use of Contract.** The contract between KPN and the Contractor establishes a discounted program of supplies, services and/or construction and access for its members. Members access the program of supplies, services and/or construction on an as need basis and are under no obligation to use such contract. Eligible purchasing members will be provided with the KPN contract number to identify themselves as eligible for the discounts and program of supplies, services and/or construction. Contractors are provided

with lists of KPN membership to confirm eligibility of users. Membership lists are only available upon the execution of a contract between KPN and the contractor.

I.K.16.c. A KPN member and the contractor may not enter into a separate, outside agreement for products and services provided through the KPN contract during the term of the contract, unless permission has been obtained from KPN in writing.

I.K.16.d. **Child Protection.** Purchasing members that are school districts, nonpublic schools, charter or public technology schools or any member providing direct pupil services or child care, reserve the right to reject any person they deem unfit to be permitted on their grounds in proximity to students. Upon written notice from the participating member or KPN, the contractor will have such persons who are performing services pursuant to the contract removed from the site immediately. The purchasing member's right to declare a person unfit is not limited to the required exclusion of such persons through the provisions of federal and state laws legislated as child protective services.

I.K.16.e. **Purchase Orders, Contracts, Invoices and Payment.** KPN purchasing members will issue purchase orders to or otherwise enter into project contracts directly with the contractor. Invoices will be sent to the business office of the purchasing members, in duplicate. Separate invoices may be rendered for separate tasks, services or deliveries and be accompanied by signed receipts. Invoicing may not commence before the shipment of products. Prepaid shipments required by reason of prior history are disallowed. Purchasing members agree to pay the contractor the amount specified on the purchase order or contract after receipt, approval and acceptance of delivered items and services. Invoices will be paid by members within thirty (30) days after receipt of the invoice.

I.K.16.f. **Delivery.** Delivery of supplies, products and services, including construction, will be made as ordered and at the destination identified by the KPN member, unless otherwise specified or agreed to by both the member and the contractor. Deliveries are to be made during the hours of 8:00 a.m. and 4:00 p.m., weekdays, inclusive, except holidays, unless otherwise specified. Contractors must notify members forty-eight (48) hours prior notice of shipment. Failure to provide notification may result in the refusal of delivery and rejection of future bid consideration. Contractors are responsible for understanding local road and facilities conditions in order to make proper deliveries. Individual packages must be clearly marked with the purchase order number. All deliveries specified as "inside and installation" require the truck driver to unload the truck and carry products inside the building and set them up for use.

I.K.17. **Insurance Requirements.**

I.K.17.a. The contractor is required to purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the contractor's employees, agents, servants or of any personnel so insurable, for claims of damages due to injury or destruction of tangible property, including loss of use resulting from there from, and from claims arising out of the performance of the

contract or caused by negligent acts for which the supplier is legally liable. The supplier must maintain through the term of the KPN contract a minimum of \$1,000,000.00 of occurrence liability insurance (basic and umbrella coverage) covering the services contemplated by the contract.

I.K.17.b. The contractor is required to purchase and maintain until the termination of services purchases pursuant to the contract, automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.00.

I.K.17.c. As requested by KPN or its members, the contractor must provide a certificate of insurance evidencing all required coverage with at least a thirty (30) day notification period that must be given to KPN prior to any policy cancellation. All required insurance must be written on an occurrence basis and maintained with a carrier licensed to conduct business in the Commonwealth of Pennsylvania, having a minimum rating of Best A.

I.K.17.d. In compliance with the Act of General Assembly, Commonwealth of Pennsylvania, the contractor further covenants and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Workmen's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or will file with the participating members a certificate from the Department of Labor and Industry.

I.K.18. Event of Default.

I.K.18.a. The following constitute an "Event of Default" under the contract:

- (1) The contractor fails to furnish and deliver products or services or any part thereof, or to replace any products or services which were rejected for inappropriateness and such failure continues for a period of five (5) working days following the date of notice from KPN.
- (2) The filing of a petition by or against the contractor for an adjudication as bankrupt or insolvent, or for the contractor's reorganization, or for the appointment of a receiver or trustee of the contractor's property; an assignment by the contractor for the benefit of creditors; taking possession of the property of the contractor by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the contractor; or the commencement of levy, execution or attachment proceedings against the contractor or a substantial portion of the contractor's assets.
- (3) The contractor discontinues the conduct of its business or fails to remain open and operating.
- (4) The contractor fails to perform any other covenant or condition of the contract within ten (10) working days after written notice from KPN to the contractor, unless such failure is of a nature which reasonably requires more than ten (10) working days to cure, in which event the contractor will have no more than thirty (30) working days to cure such failure, provided the contractor acts with due diligence to commence and pursue the cure.

I.K.18.b. Notwithstanding the above, KPN is not required to comply with the notice provisions hereof, and may immediately exercise its remedies if the contractor fails within a 24-hour period after receipt of written notice from KPN to commence and continue correction of such deficiencies where further delay would cause substantial disruption to the delivery schedule. KPN has the further right to correct such deficiencies without prior notice to the contractor in an emergency affecting safety of persons or property, and said action is necessary to prevent threatened damage, injury or loss. KPN's right in this regard does not relieve the contractor of its obligations and responsibilities under the contract documents and does not give rise to a duty on the part of KPN to exercise the right for the benefit of the contractor or any other person or entity.

I.K.19. Remedies.

I.K.19.a. In the event of default, KPN is authorized and empowered to purchase supplies and services in conformity with this contract from third party(ies), at the expense of the contractor if necessary, or to cancel the contract, reserving to itself all rights for damages which may be incurred by KPN and/or its participating members.

I.K.19.b. The contractor is responsible for any reasonable attorney's fees incurred by KPN and/or member agencies pursuant to collection of any sum due hereunder or to enforce the provisions of the contract for the contractor's failure to keep and perform any term, covenant or condition in the contract. This provision does not extend a similar right to the contractor or to any other person or entity for payment of such costs or expenses.

I.K.19.c. In the event of default, or of a threatened breach by the contractor of any of the agreements, conditions, covenants or terms hereof, KPN has the right of injunction to restrain the same, and the right to invoke any remedy by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided.

I.K.19.d. The rights and remedies extended to KPN through the contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by KPN, is deemed to be the exclusion of any of the others.

I.K.20. Indemnification. In addition to the insurance requirements included as part of a contract issued by KPN, the contractor further covenants and agrees to assume all liability for, and agrees to, indemnify, defend and hold the KPN, the CSIU and member agencies, and their directors, officers, agents, workers, servants and employees harmless from and against any and all claims, demands, losses, charges, causes of action, suits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) whatsoever, with respect to injury or death of any person or persons (including injury to corporations, partnerships or other business entities) whatsoever, or damage to property of any kind by whosoever owned, arising out of (directly or indirectly) or caused or claimed to have been caused, in whole or in part, but the acts or omissions of the contractor, or the contractor's directors, officers, agents, workers, servants or employees, in the performance of this contract, or with respect to the non-fulfillment or non-performance of any agreement, covenant or condition on the part of the contractor under the contract, event of default or other breach of the contract by the contractor.

I.K.21. Claims and Disputes.

I.K.21.a. Claims, disputes or other matters in question between the parties to the contract arising out of or relating to the contract or breach thereof will be exclusively litigated in the Court of Common Pleas of Snyder County and may not be subject to arbitration, except for compulsory arbitration as provided by the applicable Rules of Civil Procedure. Pending resolution of any claim, dispute or other matter, if requested by KPN or the participating member(s), the contractor will proceed diligently with the performance of the contract so as to avoid delay in the provision of specified supplies, materials and services.

I.K.21.b. The parties desire and intend that any disputes arising between them with respect to or in connection with the contract be subject to expeditious resolution in a court trial by jury. Therefore the parties each hereby waive the right to a trial by jury of any cause of action, claim, counter claim or cross compliant in any action, proceeding or other hearing brought by either party against the other on any matter whatsoever arising out of, or in any way connected with, the contract.

I.K.21.c. All parties hereto hereby submit themselves to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania, in and for the County of Snyder, specifically waive their right to sue in any other court which might otherwise have jurisdiction and agree to accept service of any court process, order or other document by certified mail in lieu of personal service.

I.K.21.d. The contractor waives claims against KPN, the CSIU and the participating members for consequential damages arising out of or relating to this contract, including, but not limited to, damages incurred by the supplier for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from this contract.

I.K.22. Construction or Related Services. The following items pertain to and only to construction, construction related services and athletic surfaces contemplated by a KPN contract. The awarded contractor agrees that in performance of the services required under a KPN contract to abide by all federal, state, local and Commonwealth of Pennsylvania Department of Education laws where this contract is utilized, and regulations that may apply to renovations under this bid, including but not limited to those listed below. It is the responsibility of the contractor to determine the applicability and requirements of any such laws and to abide by them. Additionally, the contractor has the sole responsibility for the compliance with other matters in conjunction with the services to be performed hereunder.

I.K.22.a. **Performance and Labor Material Payment Bonds.** The contractor must provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before award of the contract (Sections 756 and 757 of the Commonwealth of Pennsylvania Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.

I.K.22.b. **Discrimination Prohibited.** According to 62 PA CSA 3701, the contractor agrees that:

- (1) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor will by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) No contractor or subcontractor or any person on their behalf may in any matter discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
- (3) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of that portion of the contracts.

I.K.22.c. **Human Relations Act.** The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (PL 744) (43 PS § 951 et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor agrees to comply with the provisions of this Act as amended that are made part of this specification. (CF: 16 PA Code 49 §101).

I.K.22.d. **Competent Workmen Act.** Section 7-752 of the Commonwealth of Pennsylvania Public School Code of 1949 requires that when the total estimated cost of a project is \$25,000 or less, no person may be employed to do work under such a contract except competent first class workmen and mechanics. No workmen are regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who are to be paid not less than such rates of wages and for such hours of work as are established and current rates of wages paid for such hours by employers of organized labor in performance of similar work in the district where work is being done.

I.K.22.e. **Pennsylvania "Prevailing Wage" Rates.** For projects for which the total estimated cost is greater than \$25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program, "Prevailing Wages" must be specified. Further information on the implementation of the act, definition of maintenance work and prevailing wage rates is available from the Pennsylvania Department of Labor and Industry, (800) 932-0665 or (717) 787-4763. When applicable, the federal Davis-Bacon Wage Rates schedule for federally assisted projects applies. This regulation and the general Pennsylvania prevailing wage rates (Act 442 of 1961, PL 987, as amended) as determined by the Secretary of Labor and Industry, which must be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which the public work is performed, are made part of this specification.

- (1) The general prevailing minimum wage rates, including contributions for employee benefits, as determined by the Secretary of Labor and

Industry (hereinafter "Secretary"), are to be paid to the workmen, employed in the performance of the contract.

- (2) The contractor will pay no less than the wage rates as determined by the Secretary and will comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act 442), as amended August 9, 1963 (Act 342), and the regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- (3) These contract provisions apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.
- (4) The contractor must insert in each of the subcontracts all of the stipulations contained in these required provisions.
- (5) No workmen may be employed on the work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in the regulations will be followed.
- (6) All workmen employed or working on the work are to be paid unconditionally regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this contract, the act or the regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen of the work.
- (7) The contractor and each subcontractor must post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
 - (a) Name of project.
 - (b) Name of public body of which it is constructed.
 - (c) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - (d) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - (e) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not

complying with the Act or the regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the project. Any workmen paid less than the rate specified in the contract have a civil right of action for the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

- (8) The contractor and all subcontractors must keep an accurate record showing the name, craft and/or classification, number of hours worked per day, the actual hourly rate of wage paid (including employee benefits) to each worker employed in connection with the work and such record must include any deductions from each worker. The record must be preserved for two (2) years from the date of payment and is open at all reasonable hours to the inspection of the owner and the Secretary or the Secretary's authorized representative.
- (9) Apprentices are limited to such numbers as in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the rules and regulations issued pursuant thereto will be employed on the work. Any workers using the tools of a craft who do not qualify as apprentices within the provisions of this submission must be paid the rate predetermined for journeymen in that particular craft and/or classification.
- (10) Wages will be paid without deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits, which the Secretary has determined to be included in the prevailing minimum wage rate must pay the monetary equivalent thereof to the worker.
- (11) Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result will be deemed a violation of the Act and the regulations, regardless of the average hourly earnings resulting there from.
- (12) Each contract and each subcontractor must file a statement each week and a final statement at the conclusion of the work on the contract with the owner, under oath, and in form satisfactory to the Secretary, prescribed by the regulations, or if any wages remain unpaid, to the amount of wages due and owing to each worker respectively.
- (13) The provision of the Act and the regulations are incorporated by reference in the contract.

I.K.22.f. **Standard of Quality.** The various materials and products identified in the specifications by name or description are stated to establish a standard of quality and of cost for bid or proposal purposes.

- (1) **Named Products:** Items identified by the manufacturer's name. The specification may also include make, model number or other designation shown or listed in the manufacturer's product literature current at the time of the bid. KPN reserves the right to require that a single manufacturer or source be provided and that no comparable products (alternates) or substitutions may be accepted.
- (2) **Comparable (Alternate) Products:** Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.
- (3) **Substitutions for Cause:** A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions.
- (4) **Substitutions for Convenience:** Bidders may not propose substitutions for convenience.

I.K.22.g. **Provisions for the Use of Steel and Steel Products Made in the United States.** In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein will be used or supplied in the performance of the contract or any subcontracts there under in accordance with Act 161 of 1982, and cast iron projects must also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

I.K.22.h. **Prohibition on Cash Allowances.** Cash allowances are prohibited.

- I.K.22.i. **Time(s) of Completion of the Project.** Completion dates for projects must be stated in terms of actual date(s) or the number of calendar working days after notice to proceed with the work not to exceed one hundred eighty (180) calendar days unless otherwise agreed upon by member.
- I.K.22.j. **Owner's Compliance in Retaining Payments.** Unless a member stipulates otherwise, payment retentions and progress payments are as follows: Ten percent (10%) of all contract payments are retained by the member as insurance of proper performance of the prime contractor. The prime contractor agrees to identify the amount of the invoices sent to the member agencies, then report usage of the contract and sales volume to KPN. When fifty percent (50%) of the work is completed, as determined by the member agency, one-half (1/2) of the amount retained will be paid to the prime contractor, if the prime contractor requests payment, provided that the prime contractor is making satisfactory progress and there is no specific cause for greater withholding. After fifty percent (50%) of the work is completed, not more than five percent (5%) of the amount of any subsequent progressive payments may be retained, unless the governing board of the member agency determines that satisfactory progress is not being made, at which point ten percent (10%) retention may be reinstated. If the member and the prime contractor agree to a substitute security, the agreement must fully comply with Pennsylvania law. If the substitute security is agreed to, the prime contractor must provide KPN and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime contractor, in relationship to the security assigned. The prime contractor, as authorized above, will pay any interest due a subcontractor or material supplier. A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified within five (5) days of payment of each progress payment made to the prime contractor. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime contractor and the authored agent of purchasing KPN member will agree in writing upon a schedule of payments based on identifiable milestones. Retention of payments must be done in accord with 62 PA CSA 3921.

A contract containing a provision for retainage as provided in 62 PA CSA 3921 must contain a provision requiring the architect, engineer or purchasing member complete the final inspection within thirty (30) days of the receipt of the request of the contractor for final inspection and application for final payment. If the work is substantially completed, the architect, engineer or purchasing member issues a certificate of completion and a final certificate for payment, and the purchasing member agency must make payment within 45 days, except as provided in §3921, less only one and one half (1½) times the amount required to complete any then-remaining uncompleted minor items, which amount must be certified by the architect, engineer or purchasing member and, upon receipt by the purchasing KPN member of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate provided by the architect, engineer or purchasing member must list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items is due upon completion of the items

as listed in the certificate issued by the architect, engineer or purchasing member.

- I.K.22.k. **Workers' Compensation Act.** The contractor accepts, insofar as the work covered in the contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements or amendments thereof, including any which may be passed in the future, and insures the contractor's full liability there under for all parts of the contract performed by the contractor or any of the contractor's partners, associates, employees or those the contractor may employ herein, or file with the purchasing KPN member a certificate of exemption from insurance issued by the Bureau of Workers' Compensation of the Department of Labor and Industry.

The contract at all times indemnifies and holds harmless the CSIU, KPN and KPN member agencies of and from all claims for Workers' Compensation which may be made by any of the employees of the contractor, and the contractor must appear for and defend the CSIU, KPN and KPN member agencies against any and all such claims. The contractor must be covered by Employers' Liability Insurance with a minimum limit of \$250,000 for each employee, \$2,000,000 policy limit and \$250,000 for each accident.

- I.K.22.l. **Background Checks.** Pursuant to Section 1-111 of the Commonwealth of Pennsylvania Public School Code and Sections 6354 – 6358 of the Public Welfare Code, known as Acts 33, 34, 114 and 151, and any such sections that will be appended to such in the future, all persons hired to work on the premises of public or private schools or agencies serving children, including independent contractors and their employees, are required to obtain background checks prior to entering the premises to perform the work. The background checks consist of the State Police Criminal History Record Information, the Pennsylvania Child Abuse History Clearance Form and the Federal Criminal History Record (FBI electronic fingerprinting). Contractors are required to perform the following measures:

- (1) Assume the costs for the background checks.
- (2) Identify all employees working on the premises of the project and present the original official documents containing background check information to the superintendent or superintendent's designee prior to the beginning of work. The school must make photocopies of the background checks, notate each with the date on which the original document was inspected and the name of the administrator who viewed the original. Such copies will be retained in the purchasing KPN school member's records, with the originals returned to the contractor.
- (3) If new employees are added to the workforce during the course of the work, the contractor must follow the same procedures set forth above, §§ (1) and (2) prior to the new employee(s) working on the premises.
- (4) The school entity must notify the contractor in writing if the decision to reject the contractor or any of the contractor's employees is based in whole or part on information revealed in the background checks.

- (5) The purchasing KPN school member must follow the regulations promulgated by the State Board of Education concerning the confidentiality of the information contained in the background checks obtained pursuant to these laws and regulations.
- (6) Upon written notice from the purchasing KPN school member, contractors must remove all persons declared unfit from the premises and project. The school district's right to declare such persons unfit is not limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.
- (7) The following applies to all prevailing wage projects:

E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contractor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

Bidders are required to submit the E-Verify form along with any other state required forms to members before commencing work on any project.

I.K.22.m. **Prevention of Environmental Pollution.** Section 3301 of the Commonwealth of Pennsylvania Procurement Code (Chapter 33 enacted May 15, 1998) requires that all IFBs and RFPs for construction projects issued by any governmental agencies require adherence to all applicable provisions of federal and state statutes, rules and regulations addressing prevention of environmental pollution and preservation of public natural resources that affect the project.

I.K.23. Compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

When a KPN member seeks to procure goods and services through a KPN contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the following procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”):

I.K.23.a. Contractor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any Contract award will be subject to such provisions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

I.K.23.b. Termination for Cause or Convenience:

For any purchase or contract in excess of \$10,000 made using federal funds, the contractor agrees that the following term and condition shall apply:

The KPN member may terminate or cancel any purchase order under this a contract at any time, with or without cause, by providing seven (7) business days’ advance written notice to contractor. If an agreement is terminated in accordance with this Paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN Member prior to the termination and not otherwise returned in accordance with Contractor’s return policy. If the KPN member has paid the contractor for goods or services not yet provided as of the date of termination, the contractor shall immediately refund such payment(s).

I.K.23.c. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all KPN member purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Contractor agrees that such provision applies to any KPN member purchase or contract that meets the definition of “federally

assisted construction contract” in 41 CFR Part 60-1.3 and the Contractor agrees that it shall comply with such provision.

I.K.23.d. Davis-Bacon Act:

When required by Federal program legislation, the Contractor agrees that, for all KPN member prime construction contracts/purchases in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov.

The contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the contractor is conditioned upon the contractor’s acceptance of the wage determination. The contractor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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.

I.K.23.e. Contract Work Hours and Safety Standards Act:

Where applicable, for all KPN member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the contractor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Contractor is 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 USC 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.

I.K.23.f. Right to Inventions Made Under a Contract or Agreement:

If the KPN member’s Federal award meets the definition of “funding agreement” under 37 CFR 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 or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 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. The Contractor agrees to comply with the above requirements when applicable.

I.K.23.g. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

I.K.23.h. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 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. The Contractor certifies that The Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor further agrees to immediately notify the KPN member with pending purchases or seeking to purchase from the contractor if the contractor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I.K.23.i. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) – Bidders who bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Bidders agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

I.K.23.j. Procurement of Recovered Materials:

For KPN member's purchases utilizing Federal funds, the contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

I.K.23.k. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the simplified acquisition threshold currently set at \$150,000, the KPN member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by the KPN member, the contractor agrees to provide information and negotiate with the KPN member regarding profit as a separate element of the price for a particular purchase. However, the contractor agrees that the total price, including profit, charged by the contractor to the KPN member shall not exceed the awarded pricing.

I.K.23.l. Bonding Requirements:

Pursuant to 2 C.F.R. § 200.325, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$150,000, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the KPN member, provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (1) A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A "performance bond" is one

executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- (3) A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

The bonding requirements set forth above are in addition to and not in limitation of any bonding requirements under applicable state law.

I.K.23.m. Not-To-Exceed Price:

If requested by the KPN Member, on any contract based on time and materials, the Contractor shall set a ceiling price that Contractor exceeds at its own risk pursuant to 2 C.F.R. § 200.318(j).

I.K.23.n Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:

Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

I.K.23.o. General Compliance and Cooperation with KPN member:

In addition to the foregoing specific requirements, the contractor agrees, in accepting any purchase order or contract from the KPN member, it shall make a good faith effort to work with the KPN member to provide such information and to satisfy such requirements as may apply to the KPN member's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements, and contract cost and price analyses required under the Uniform Guidance.

I.K.23.p **Equivalent Products:**

- (1) **Comparable (Alternate) Products:** Where the specification states a named product followed by “or equal,” an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.
- (2) **Substitutions for Cause:** A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions. The KPN members reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.
- (3) **Substitutions for Convenience:** Bidders may not propose substitutions for convenience.

I.L. Exceptions. Bidders may propose exceptions to the KPN General Terms and Conditions set forth in this document using FORM E included in Part III of the bid documents. The following Terms and Conditions are required and exceptions or alternatives to them will be rejected: all local, state and federal laws cited or referenced in this IFB; all local, state and federal laws which in the future may apply to procurement practices and construction; the schedule of bid activities; and the procedures and rights reserved by KPN in the selection and awarding processes associated with the bid. The proposal of exceptions does not ensure their adoption in the selection and contracting processes. KPN reserves the right to reject exceptions raised by the bidder.

I.M Use of Contract. The following states are eligible for piggyback purchasing off of a contract awarded in another state:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri,

Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

END OF PART I



BID PROPOSAL TABLE OF CONTENTS

KPN 202007-02 Commercial Cleaning Equipment and Custodial Supplies

NAME OF BIDDER _____

Name of Authorized Representative _____

Office Address _____

Telephone _____ Time Zone: Eastern Central Mountain Pacific

Fax _____ Email _____ Website _____

INSTRUCTIONS: Fill in the titles you have given to each document saved to the electronic media. Save this completed form as a separate PDF titled *Your Company Name - TABLE OF CONTENTS* and upload to the KPN bidding website.

FORM	DOCUMENT TITLE	FORMAT	NOTES
Table of Contents		Fillable PDF	
FORM A Affidavit		Fillable PDF	Signature and notarization required
FORM B Acceptance		Fillable PDF	Signature required
FORM C.1 Questionnaire		Fillable PDF	Signature required
FORM C.2 Authorizations		Fillable PDF	Signature required
FORM D Company Info		Fillable PDF	Signature required
FORM E Exceptions		Fillable PDF	Signature required
FORM F.1 Compliance		Fillable PDF	Signature required
FORM F.2 Deviations		Fillable PDF	Signature required
FORM G.1 Pricing Info		Fillable PDF	Signature required
FORM G.2 Price Schedule		Microsoft Excel	
Catalog(s) or Pricelist(s)		PDF	

Invitation For Bid

KPN 202007-02 Commercial Cleaning Equipment and Custodial Supplies

PART II: BID CATEGORY SPECIFICATIONS

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Bid Pricing Guidelines.....	5
Bid Preparation.....	5

- II.A. **Bid Goal and Intent:** On behalf of its membership in the fifty United States and the District of Columbia, KPN seeks a contract source of commercial cleaning equipment & supplies. It is anticipated that there is a demand for enduring products, including vacuum cleaners, floor polishers and cleaners, sweepers, wet/dry vacuums, extractors, attachments, replacement bags and pads, and optional accessories and a full range of custodial & maintenance supplies. Member agencies are primarily school districts, charter schools, colleges and universities, local government offices and other tax-exempt nonprofit agencies.
- II.B. **Type of Bid:** This is an indefinite quantity line item bid. Estimated first-year sales is \$1,000,000 with an estimated 5-year volume of \$10,000,000. However KPN does not guarantee these sales and they may be higher depending on our member’s needs and your sales force promoting the resulting contract.

YES	NO	TYPE OF BID
√		CATALOG: A catalog bid shall have established percentage discounts from catalog list or published prices or price list. The discounts may be the same for the entire catalog or for specific product or manufacturer categories. Prices may change based on manufacturer’s price changes and new products may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. KPN should be aware of any changes as they are made. Substantial changes to the catalog that reduce the supplier’s ability to perform as bid can result in revocation of the contract. Vendor may add associated products or other technology to complement the products in this IFB at any time upon written request to KPN.
	√	LINE ITEM: A line item bid shall be identified as specific line items that prices are requested for in the bid documents. The supplier may only request adjustments to the prices once a year at the time of renewal and must submit a

		written request to KPN for any changes in pricing. The request must document why the prices changes are warranted, such as changes in raw material costs, etc. Vendor may add associated products or new technology to compliment the products in this IFB at any time upon written request, review and approval of KPN.
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II.C. **Glossary of Terms Specific to Bid:** The terms identified in Part I of this IFB pertain to the bidding and contracting processes. The terms identified below are associated with the specifications established for this commodity. The failure to list specific laws, codes, guidelines or authorized standards and institutions or organizations does not constitute a waiver of their requirements under this IFB or the contract awarded through it.

Term	Definition
HEPA	High Efficiency Particle Absorbing air filtration systems created by the HEPA Corporation.
Jan-San	Janitorial and Sanitation

II.D. **Special Terms and Conditions:**

II.D.1. There are no Specific Terms and Conditions specified

II.E. **Bid Specifications:** The bidder is required to indicate its ability to comply or deviate from the specifications identified below through FORM F.1 (Compliance) included in Part III (Bid Forms and Instructions) of this IFB.

II.E.1 **Deviations, Exceptions and Alternates to Specifications:** The issuing agency may specify desired products under this bid by named manufacturer, model number or other designation. Bidders must use FORM F.2 (see Part III, Bid Forms and Instructions) to propose alternatives or substitutions. Comparable products or substitutions must, without exception, meet or exceed all specification requirements, in keeping with the standards of quality established by named manufacturers or models. No substitutions may be made for convenience. Demonstration of how an alternate or substitution product meets or exceeds the standard of quality specified should be provided in the response to FORM F.2. KPN reserves the right to reject any and all proposed alternative products and substitutions.

Part	Category	Specification
E.1	Overall Bid Fulfillment	Bidder provides a complete line of commercial cleaning equipment & supplies
E.2	Overall Bid Fulfillment	Bidder provides local representation in order to assist members in product specification, and to provide technical assistance as necessary.
E.3	Overall Bid Fulfillment	The bidder provides a full line product catalog and a web site that provides supporting documentation to assist in the procurement process.
E.4	KPN Contract	The bidder agrees to remit an administrative fee based on gross sales to members, reporting quarterly with remittance and a list of the purchasing members. The administrative fee is 2% for purchases offered under this resulting contract.

E.5.	National Service	Supplier is able to serve KPN members in the fifty United States and District of Columbia. Complete Form FORM F.3 even if you answer "comply."
E.6.	Website	Supplier has an e-commerce website and agrees to create a special KPN Ordering website for members with reporting capabilities for KPN administration.
E.7.	Marketing Plan	Supplier can implement a marketing plan to KPN members in all states indicated above and will meet with KPN staff to develop and implement a comprehensive marketing plan within 30 days after contract award.
E.8.	Shipping Time	Supplier can guarantee a shipping time after receipt of order 90% of the time. If the product cannot be shipped within the stipulated time period, the KPN member has the opportunity to secure the product elsewhere.
E.9.	Discount Pricing	Pricing must be a percentage discount from the manufacturers' suggested list price or percentage up from cost, whichever provides the lowest pricing for the agency.
E.10.	Pricing and Discount Status	"Most Favored Agency" pricing based on a national contract.
E.11.	Discount Structure and Price Changes	The awarded discount structure must remain firm. Price changes, if required, will be allowed only if the public verified price schedule is superseded, revised or changed after the contract award. The supplier may pass on the applicable price increase or decrease to KPN members provided written notice has been submitted along with the identified price list(s) and priced catalog(s) to KPN for review and written approval prior to the implementation of the price changes.
E.12.	Shipping Charges	Shipping charges are clearly identified in the pricing schedule.
E.13.	Pricing Errors	If the supplier makes an error in pricing (typographical or photographic error, for example), KPN members reserve the right to return or refuse a product. The supplier agrees to pay for the cost of a returned product due to a pricing error.
E.14.	New Products	All products sold under the KPN contract must be new unless members specifically request used, refurbished or retrofitted items.
E.15.	Return of Defective Products	The supplier agrees that full refund, credit or exchange will be granted to any defective-on-arrival (DOA) merchandise if reported within thirty (30) days of receipt of the order. If orders are received by school district members when school is not in session, the thirty (30) days will be extended for a reasonable period of time.
E.16.	Technical Support	The supplier maintains a toll-free technical support line answered by a live United States technician. Additionally a 24-hour fax line is established.
E.17.	Customer Liaison	The supplier will appoint a single contact for problem solving under the KPN contract. This will be a dedicated senior-level contract manager authorized to make decisions on the member account.
E.18.	Compliance	The bidder has included the 2% KPN Administration fee in their discounts and agrees to pay KPN on a quarterly basis
E.19.	Vacuum Cleaners	The supplier offers a variety of vacuum cleaner equipment, including bag and bagless, upright, canister, back pack and optional riding cleaners; replacement bags as needed, and replacement filters, brushes, belts, hoses and mechanical parts; and standard, replacement and optional accessories.
E.20.	Spot Carpet Cleaners	The supplier offers 1.5 gallon capacity at minimum.

E.21.	Extractors and Carpet Cleaners	The supplier offers heated and non-heated options; box extractors with minimum 11 gallon solution and recovery tanks, minimum 100 PSI pump; optional air blowers (dryers); other upright machines; replacement parts; and standard and optional accessories.
E.22.	Blowers	The supplier offers air blowers/dryers that function as separate units.
E.23.	Floor Sweepers	The supplier offers push and/or automated floor sweepers with and without brushes, replacement parts and optional accessories.
E.24.	Wet/Dry Vacuums	The supplier offers a range of sizes beginning at 5 gallons; optional squeegees; replacement parts and optional accessories; optional drum adaptors.
E.25.	Floor Polishers	The supplier offers a variety of floor polishers, scrubbers and burnishers and replacement pads.
E.26.	Air-Assisted Electrostatic Sprayers	The supplier offers the option of separate unit sprayers.
E.27.	Set up and Training	The supplier will provide set-up and training on equipment as requested.
E.28.	Repair and Maintenance	The supplier will provide repair and maintenance services, provide product literature and recommended maintenance schedules.
E.29	Supplies	Supplier can offer a full range of custodial and maintenance supplies to KPN members at a discount price.

II.F. Bid Proposal Pricing Guidelines:

- II.F.1. The bidder's response to this IFB must present pricing using FORM G.1 (see Part III, Bid Forms and Instructions) and by using Price FORM G.2. A bid lacking the Excel pricing schedule with the bidder's entries will be rejected as nonresponsive. Bidders may also offer other products that are in addition to or compliment the products that are included in the specifications.
- II.F.2. Pricing does not include taxes.
- II.F.3. Bidders are reminded to incorporate the 2% KPN administrative fee into the pricing structure. The administrative fee cannot be assessed directly or separately to the purchasing member.
- II.F.4. Bidders are instructed to include warranty information and incidental charges and fees on additional sheets in the Excel pricing document.
- II.F.5. Bidders are instructed to include PDF documents of the most recent catalogs or price lists of products and services offered under the bid. Submission of outdated catalogs or pricelists may result in the rejection of the bid.
- II.F.6. As stated in the General Terms and Conditions (see Part I of this IFB), adjustments or revisions to price lists may be submitted to KPN on an annual basis and are subject to KPN approval. Noncompetitive price changes that are not in the best interest of KPN members may be grounds for termination of the contract.

II.G. Bid Preparation: All instructions and required forms for preparing a competitive bid response are included in Part III of this IFB.

END PART II

Attachment 7 to Staff Report 2024-01927

CONTRACT #: **PRC003296**

CONTRACT NAME: **Janitorial Supplies and Equipment (Citywide)**

AGREEMENT TERM: Through 5/31/2027.

AUTHORIZED RENEWALS: City may choose to renew if the cooperative contract is renewed

LEAD AGENCY & SOURCING EVENT: Region 14 Education Service Center RFP #08-16

DEPARTMENT: Finance

DIVISION: Procurement



CITY OF SACRAMENTO ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PURCHASE AGREEMENT

The City of Sacramento ("City") and **WAXIE SANITARY SUPPLY** ("Contractor"), hereby agree to these Additional Terms and Conditions ("Additional Terms"), effective January 1, 2025.

WHEREAS, Contractor entered into Contract No. **152610** for janitorial supplies and equipment with **OMNIA**, dated 6/1/2024 ("Cooperative Contract"), in which Contractor agreed to sell **JANITORIAL SUPPLIES AND EQUIPMENT** to governmental agencies that are members of **OMNIA'S** Cooperative Purchasing Program ("Participating Public Agencies"); and

WHEREAS, the City wishes to purchase janitorial supplies and equipment, pursuant to the terms of the Cooperative Contract and these Additional Terms.

NOW THEREFORE, Contractor and the City agree as follows:

1. The City shall have all the same rights and obligations as **OMNIA** under the Cooperative Contract. The terms of the Cooperative Contract shall apply to purchase orders and shall control over any contrary terms included in quotations or purchase orders.
2. Contractor agrees that in-stock supplies or equipment shall be delivered to the City no later than **Five (5)** days after receipt of the order. Contractor will notify the City Buyer in writing if supplies or equipment that they are ordering are not in stock and will give a written estimate of the price, including shipping charges, and the anticipated delivery date to the City.
3. 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 contract supplement and bind Contractor to the terms hereof.
4. 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 required under the Agreement, as supplemented and modified by these Additional Terms.

WAXIE[®]
SANITARY SUPPLY



trust



commitment



integrity



The Most Trusted Name In Clean.
Since 1945

**Region 14 Education Service Center
RFP # 08-16 for Comprehensive Operational & Janitorial
Supplies Solutions made available through the National
Cooperative Purchasing Alliance**

March 28, 2016



Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Re: **Solicitation No. 08-16**

Dear Region 14 ESC/NCPA,

WAXIE Sanitary Supply ("WAXIE") is pleased to submit this response to the Region 14 Education Service Center ("Region 14 ESC") RFP #08-16 for Comprehensive Operational & Janitorial Supplies Solutions.

WAXIE offers a fundamental change to how institutional supplies are procured in the Public Sector. We are replacing the current multiple channel, highly specialized approach that results in a large number of supply contracts, ordering systems, points of communication, and sources of confusion with an intuitive, single ordering platform for multiple commodities.

WAXIE and our program partner, Brighton Cromwell, developed the ability to source through primary and secondary manufacturing and master distribution sources delivering a smooth ordering experience and a single invoice for orders across multiple commodity groups. This ordering system automatically chooses the lowest cost available to each customer for each item and the least expensive contract compliant delivery method.

Public Sector agencies will save substantially on the direct cost of supplies in all categories and will benefit significantly in the administration of these procurements. The costs for ordering, delivery, receiving, and payables can all be reduced. Supply ordering system training can be standardized across multiple departments making it much easier to implement than multiple contract channels.

WAXIE currently enjoys a substantial volume of business through our existing contract with Region 14 ESC for Janitorial Supplies Maintenance and Repair. This new method of consolidation of contracts, ordering, fulfillment, and invoicing will present Region 14 members and Public Sector agencies across the United States an opportunity to reduce their supply chain spend for a broad array of common institutional supplies.

In order to most clearly respond to Region 14 ESC's RFP, WAXIE is providing responses or acknowledgements immediately below each section or sub-section in **blue font**. If you have any questions regarding our submitted information please contact me at mmuscara@waxie.com or (480) 213-1709.

Thank you again for the opportunity to present our proposal and we look forward to continuing to work together to bring value and sustainability to the Public Sector supply chain.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Muscara', is written over a white background.

Michael Muscara
Corporate Accounts Director

Request for Proposal (RFP) for Comprehensive Operational & Janitorial Supplies Solutions

Solicitation Number: 08-16

Publication Date: Monday, February 15th, 2016

Notice to Respondent:

Submittal Deadline: Tuesday, March 29th, 2016, 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, March 22nd, 2016. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Comprehensive Operational and Janitorial Supplies Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Comprehensive Operational and Janitorial Supplies Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Comprehensive Operational & Janitorial Supplies
Solutions

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 08-16



Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Comprehensive Operational and Janitorial Supplies Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

WAXIE acknowledges and agrees to all aspects of the Introduction/Scope section.

Instructions to Respondents

- ◆ Submission of Response
 - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
 - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- ◆ Required Proposal Format
 - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

- ◆ Binder Tabs
 - Tab 1 – Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Required Documents

- ◆ Shipping Label
 - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:	<u>Mike Muscara</u>
Company:	<u>Waxie’s Enterprises, Inc. dba WAXIE Sanitary Supply</u>
Address:	<u>9353 Waxie Way</u>
City, State, Zip:	<u>San Diego, CA 92123</u>
Solicitation Name and Number:	<u>RFP 08-16 for Comprehensive Operational & Janitorial Supplies Solutions</u>
Due Date and Time:	<u>Tuesday, March 29th, 2016; 2:00pm CST</u>

WAXIE acknowledges and agrees to all aspects of the Instructions to Respondents section.

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

- ◆ Adding authorized distributors/dealers
 - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
 - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
 - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.

- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
 - ❖ WAXIE Sanitary Supply is offering the following price and delivery program:
 - Within WAXIE Sanitary Supply's normal company owned truck delivery zones, all orders are delivered with no minimum order and no freight charges.
 - Outside of WAXIE Sanitary Supply's normal company truck delivery zones, all orders shall have no minimum and shall be delivered on a freight prepay and add basis.

The same pricing and delivery parameters shall prevail for any subcontractors WAXIE utilizes for contract fulfillment in states where we do not operate.

Special Pricing and Delivery Terms:

Alaska

WAXIE Sanitary Supply operates in the State of Alaska. Due to Alaska's extraordinary environment and the distances and expense required to operate in Alaska, the following terms shall apply.

A twenty-nine (29) cent per pound additional charge shall be added to all prices quoted for the continental U.S. for delivery in WAXIE Sanitary Supply's normal delivery area in Anchorage and Fairbanks.

Outside of WAXIE Sanitary Supply's normal truck delivery area in Anchorage and Fairbanks, the Alaska price plus freight on a prepay and add basis.

Delivery to remote areas is on an availability of transportation basis. Some areas have no deliveries in the winter months.

Hawaii, Puerto Rico and US Territories

All orders outside contiguous United States and Alaska will be charged contract price plus actual freight.

WAXIE prices are based on a category minimum discount off list price. Each line item is individually priced at or below the category discount percentage. This allows WAXIE to provide the best pricing for each line item and increases the contract's value to the end user.

List prices are based on manufacturers' or Master Distributors' list price in effect on April 1, 2016 or WAXIE list price effective on March 1, 2016. WAXIE publishes list prices on the first of each month. March 1, 2016 WAXIE Price Pages will be provided upon request. Category discounts are included on our price spreadsheet.

- ◆ Adding authorized distributors/dealers
 - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
 - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
 - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.

- ❖ Since many Public Sector agencies require or prefer to work through a disadvantaged business partner WAXIE has developed a network of reputable small disadvantaged businesses that we authorize to support the contract through sales, customer service, and other commercially useful functions. The current list of companies is:
 - Brighton Cromwell, a federal small business;
 - Document Imaging Dimensions, a women and veteran owned business;
 - MANS Distributing Inc., a women and minority owned business;
 - J Hurley Company, a service related disabled veteran owned business;
 - Vet Force Inc., a service related disabled veteran owned business; and
 - Sustain One, a minority and women owned business.

◆ Warranty

➤ Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- ❖ WAXIE's supplier and product selection practice combined with operational and logistical excellence insure uniform quality and consistency in product performance and customer service. WAXIE stands behind manufacturer's full warranty for all products we sell and distribute. If dissatisfied with performance of any product, all unopened and unused portion may be returned for credit within one year of the date of manufacture. Use product as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.
- Availability of replacement parts
- ❖ WAXIE has over \$2,000,000 in replacement parts in inventory at any given time. Most replacement parts will be delivered in the same time frame as normal product delivery. Parts requiring a special order will be shipped under freight conditions unless the customer chooses to expedite shipping. Expedited shipping charges will be the responsibility of the customer.
- Life expectancy of equipment under normal use
- ❖ Manufacturers' warranties are the only warranties available to the customer. The life expectancy of the equipment varies based on a variety of factors including weather, intensity of use, daily maintenance and other factors. For these reasons, there is no standard for the life expectancy of Janitorial Equipment.
- Detailed information as to proposed return policy on all equipment
- ❖ WAXIE stands behind manufacturer's full warranty for all products we sell and distribute. If dissatisfied with performance of any product, all unopened and unused portion may be returned for credit within one year of the date of manufacture. Use product as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- ❖ WAXIE requests reciprocal indemnification using the following language:

Region 14 ESC and its participants, administrators, employees and agents shall protect, indemnify, and hold harmless WAXIE and its officers, agents and employees against all claims, damages, losses and expenses arising out of or resulting from the actions of the end user in the preparation of the solicitation and the later execution of the contract.

- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

 - ❖ WAXIE's corporate insurance policies do not provide a (10) day notice of modification/cancellation. However, WAXIE recently celebrated our 70th anniversary and in that time, WAXIE has never had a day without insurance coverage. In the extreme unlikelihood that insurance is cancelled by our carrier, WAXIE will notify Region 14 ESC at the first possible opportunity.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by- page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of the General Terms and Conditions section.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 - \$60 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

 - ❖ WAXIE is pleased to have had an agreement in place with Region 14 ESC over the past four years and we look forward to continuing to provide superior administrative performance, exceptional levels of customer satisfaction, and mandating that customers' interests drive every decision we make as well as every solution we offer.

WAXIE has been delivering superior customer service for over 75 years. Currently WAXIE manages over 5,000 public sector accounts throughout the US and rarely has a service related

issue. Our experience with State purchasing cooperatives and price group purchasing cooperatives in the public sector accounts for over 25% of our total business.

Our partner Brighton Cromwell is a very fast growing supply source integration and logistics company that has prospered under the difficult rules of business in the federal sector. Brighton Cromwell has a perfect record with the Defense Logistics Agency in delivering highly complex contract requirements worldwide including into active war zones.

Our combined customer touches, through orders and deliveries, exceed three million instances annually. Both of our companies are highly invested in customer service and highly capable of delivering superior service to all of our customers.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of the Process section.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service

WAXIE acknowledges and agrees to all aspects of the Evaluation Criteria section.

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Waxie's Enterprises, Inc. dba WAXIE Sanitary Supply
Address	9353 Waxie Way
City/State/Zip	San Diego, CA 92123
Telephone No.	Office: 800/292-9437 x641; Cell: 480/213-1709
Fax No.	619/615-2150
Email address	mmuscara@waxie.com
Printed name	Mike Muscara
Position with company	Corporate Account Director
Authorized signature	

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of Tab 1.

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 11, 2016, by and between National Cooperative Purchasing Alliance (“NCPA”) and Waxie's Enterprises (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 11, 2016, referenced as Contract Number 02-27, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Comprehensive Operational and Janitorial Supplies Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
 - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
 - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.

 - ❖ WAXIE requests reciprocity using the following language:

NCPA and Region 14 ESC agree to allow WAXIE to use their names and logos within website, marketing materials and advertisement. Any use of WAXIE name and logo or any form of publicity regarding this contract by NCPA or Region 14 ESC must have prior approval by WAXIE.
 - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
 - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
 - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
 - All written communications given hereunder shall be delivered to the addresses as set forth below.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of Tab 2.


National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: April 11, 2016

Vendor: WAXIE Sanitary Supply

Name: Mike Muscara

Title: Corporate Accounts Director

Address: 9353 Waxie Way

San Diego, CA 92123

Signature: 

Date: March 28, 2016

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

➤ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.
- ❖ Pricing and any additional transportation charges are described completely in the General Terms and Conditions section of Tab 1 and in Tab 7

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|--|---|
| <input checked="" type="checkbox"/> American Samoa | <input checked="" type="checkbox"/> Northern Marina Islands |
| <input checked="" type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input checked="" type="checkbox"/> Guam | <input checked="" type="checkbox"/> S. Virgin Islands |
| <input checked="" type="checkbox"/> Midway Islands | |

Please reference our pricing and delivery program in the Pricing section of Tab 1 and in Tab 7.

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

➤ Please note that WAXIE is not a Minority and Women Owned Business Enterprise. Since many Public Sector agencies require or prefer to work through a disadvantaged business partner, WAXIE has developed a network reputable small disadvantaged businesses that we are authorizing to support the contract through sales, customer service, and other commercially useful functions. The current list of such companies can be found in the Authorized Distributors section of Tab 1 in this response, including the Minority and Women Owned businesses MANS, Inc., Sustain One, and DID, Inc.

◆ **Residency**

- Responding Company's principal place of business is in the city of San Diego, State of CA
- Felony Conviction Notice
- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable. Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input checked="" type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ Processing Information

➤ Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

Contact Person: Sales Reports: Jorge Vazquez / Accounts Payable: Aldo Preciado

Title: Jorge - Sales Analyst / Aldo - Market Segment Specialist

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: 800/544-8054 x 648/ x 649 Email: jvazquez@waxie.com/apreciado@waxie.com

▪ Purchase Orders

Contact Person: Aldo Preciado

Title: Market Segment Specialist

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: 800/544-8054 x 649 Email: apreciado@waxie.com

▪ Sales and Marketing

Contact Person: Mike Muscara

Title: Corporate Account Director

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: Office: 800/292-9437 x641; Cell: 480/213-1789

Email: mmuscara@waxie.com

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

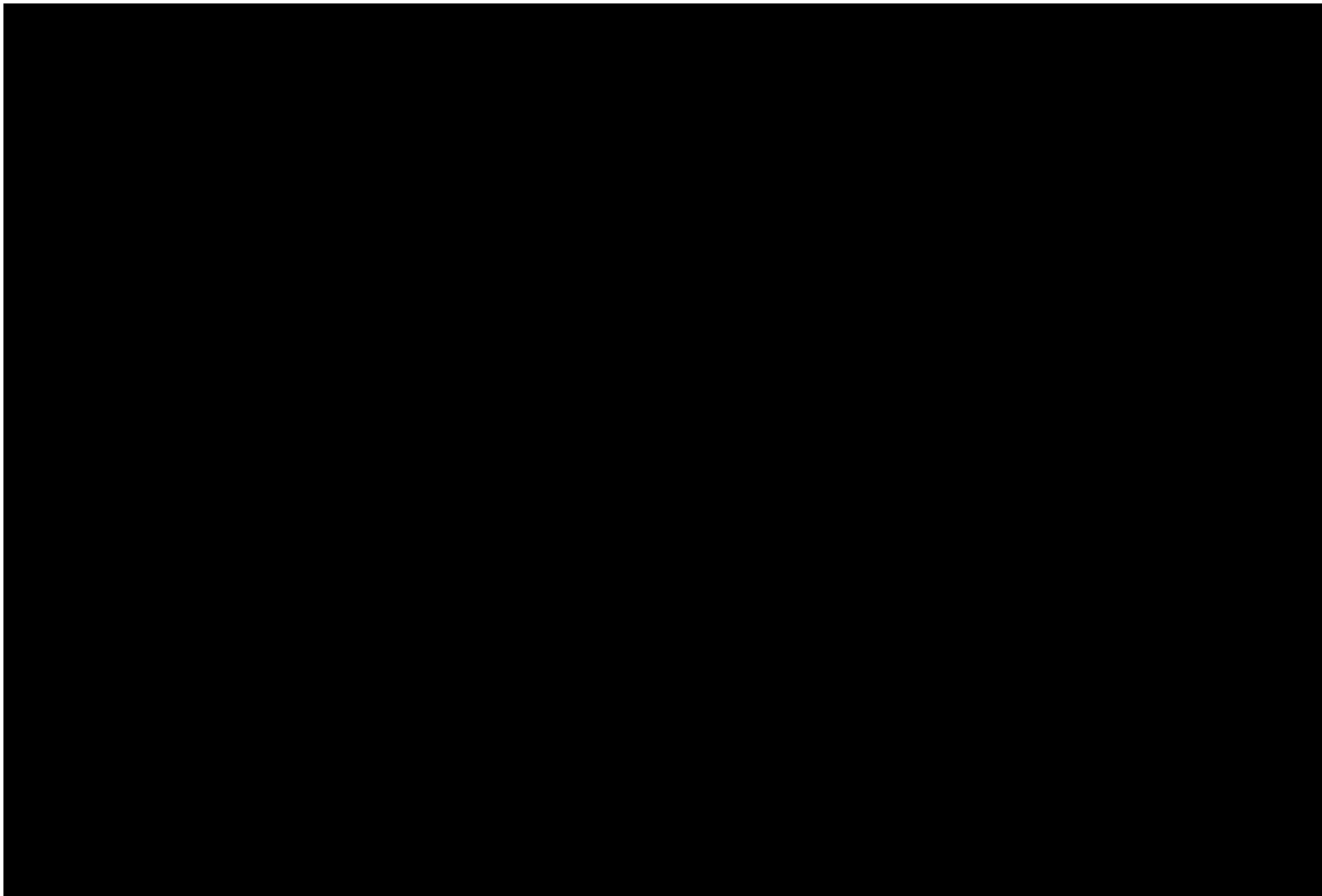
Yes No

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No



Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
 - Our legally registered name is Waxie's Enterprises, Inc.
- ◆ Brief history of your company, including the year it was established.
 - ❖ Founded in 1945, WAXIE Sanitary Supply is a 71-year-old, privately held, family owned company with a proud history of honoring our clients, communities, and family values. This attitude is embodied in our company motto: **"The Most Trusted Name In Clean. Since 1945."** WAXIE has long been focused on our customers and prides ourselves on helping businesses keep their facilities cleaner, healthier, greener and safer. We are passionate about what we do and committed to delivering that passion to our customers.

WAXIE is among the largest distributors of sanitary supplies and equipment in the Western USA and is one of the largest family owned distributors in the nation. We differentiate ourselves by having orders delivered on time, at the right price, with exceptional customer service. We are here to listen to our clients and respond to their needs. Our average fill rate on orders is 97%.

For the past 7 decades, WAXIE has remained the industry leader in the distribution of quality institutional supplies to the Public Sector, commercial, industrial, and contractor markets in the United States and abroad.
- ◆ Company's Dun & Bradstreet (D&B) number.
 - ❖ 02-914-2577
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
 - ❖ Please see **Exhibit A** for an organizational charts of WAXIE individuals to be involved in this contract. We have included our corporate and operational zone organizational charts.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - ❖ WAXIE's corporate office is located in San Diego, CA. Additionally, we have (21) twenty-one sales and services offices located throughout Alaska, Arizona, California, Colorado, Idaho, Nevada, Oregon, Utah, and Washington.
 - List the names of key contacts at each with title, address, phone and e-mail address.
 - ❖ Please see **Exhibit B** for a listing of all of our office locations and the key contact information for each.
- ◆ Define your standard terms of payment.
 - ❖ WAXIE's standard payment terms are Net 30.

◆ Who is your competition in the marketplace?

❖ Our competition includes the following:

W.W. Grainger, Inc.
Staples, Inc.
Office Depot, Inc.
MSC Corp.
Fastenal
Veritiv Corp.
W.B. Mason, Inc.
Woolsley, Inc.

◆ What differentiates your company from competitors?

- ❖ WAXIE, a relatively small company, has been able to set standards for sustainable supply chain development in the institutional supply segment for Public Sector contracts. Through the creative use of discounting and programs that encourage customers to change procurement process behavior, WAXIE has contributed to the greening of the supply chain since 2004. Those same sustainability principles are currently applied through all of the categories we can source. We are able to accomplish this by creating specific programs that match the needs of individual customers, under the umbrella of our national group purchasing contracts.

Through negotiated Supplemental Agreements WAXIE encourages sustainability enhancing behaviors from our contract customers such as:

- Full electronic commerce with order to invoice;
- Automated payment handled electronically with no exchange of paper invoices or checks;
- Increases in order size through order volume discounting;
- Purchase of third party verified green products whenever possible;
- Participation in a complete Deliver Clean Savings account audit that brings substantial supply chain savings;
- Drop shipment large volume orders for many products.

All of these programs allow us to reduce our operating costs and the impact on the environment of contract fulfillment, and pass those savings along to our contract customers.

- ◆ Describe how your company will market this contract if awarded.
- ❖ Marketing Initiatives – WAXIE, Brighton Cromwell, our Disadvantaged Business partners, and our manufacturers will do the following to market the Region14/NCPA contract nationally:

WAXIE

- Our sales force of over 200 will be trained in all features and benefits of the contract and will bring the contract to all available Public Sector entities eligible for its use as our first option.
- WAXIE's teleservice sales force will also be trained and will be marketing the contract to Public Sector agencies throughout the United States.
- WAXIE will feature the NCPA contract at all of the trade shows we attend including NIGP nationally, state wide ASBO's, statewide purchasing groups like CAPPO in CA, Corrections Industries, NASPO, and many others.
- WAXIE will transmit contract information regularly to both current and prospective customers via a robust email marketing campaign.

Brighton Cromwell

- Brighton Cromwell will educate its internal telesales and external sales force on the features and benefits of the contract and use the contract as its first choice for nonfederal Public Sector opportunities.
- Brighton Cromwell will coordinate both email and telemarketing outreach programs to prospective NCPA clients.
- Brighton Cromwell will communicate to all current customers through the contract web ordering portal www.waxiencpa.com.
- Brighton Cromwell will use SEO and related tools to include social media to identify, market to, and promote the use of the NCPA contract.

Disadvantaged Business affiliates – All of our participating customers provide additional exposure for the contract at trade shows and through their web sites.

- ◆ Describe how you intend to introduce NCPA to your company.
- ❖ WAXIE enjoys an existing contract with Region 14 ESC and NCPA; our sales force is very aware of the strength of that contract. The new contract information will be communicated at sales meetings at every branch office of WAXIE and Brighton Cromwell. In addition, a detailed SOP Manual will be created for the new contract and placed in an online reference area that all Sales and Operations personnel can access. On our website www.waxie.com, a new contract page with all information necessary for current and prospective customers will be posted within thirty (30) days of award.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ❖ The WAXIE/Brighton Cromwell ecommerce platform is a proven, tested application allowing users to access over 150,000 standard stocked, priced parts and to request price and availability for non-stocked items. The site (www.waxiencpa.com) houses dozens of commodity groups supporting fleet, facilities, food service, laundry, and office supply. The system is fully mobile enabled and has the following features:
 - User friendly/intuitive screen for ordering parts.
 - Fully "cloud" based solution with no software or firmware installation required.

- The ability to login remotely and to validate the user as an approved user.
 - The ability to search by part number and nomenclature or drill into commodities.
 - The ability to request pricing and availability for non-catalog items regardless of brand name or user location
 - The ability to create a multi-part order “cart” or a single line item order.
 - The ability to place orders for multiple product lines and commodities on one purchase order.
 - The ability to create orders from remote and mobile locations in real time.
 - A print option for all orders placed to include the PO#.
 - The ability to store and edit multiple “shopping carts” for future re-use/reorder.
 - The ability to update parts quantities up to the point of order confirmation.
 - The ability to run user purchase history reports online.
 - The ability to support multiple ship-to locations for an individual approved user.
 - The ability to assign individual approved users rights, restrictions, and roles.
 - Functionality to provide users ability to access status of all orders and deliveries.
 - Messaging capability to allow for approved users to communicate with customer service.
 - Live customer service and dedicated client support representatives.
 - On-line help/tutorial.
 - Print capability.
 - Daily data backup.
 - Program and database security IAW commercially accepted standards.
 - Off-site DPR and “hot site” dual capability is live as part of a disaster mitigation plan.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)
- ❖ WAXIE employs over 50 Customer Service Representatives supporting over 200 sales professionals and all of our customers. Each of our 21 locations provides local customer service and our Home Office provides customer service to all of our GPO contract customers as well as our other corporate and strategic accounts.
- Hours of operation for customer service are 8am Eastern to 5pm Pacific. Customers may call in to 800/544-8054 x649 to contact Aldo Preciado, the primary contact for orders and service inquiries. Aldo can also be reached by email at aprecaido@waxie.com.
- Additional customer service support is provided by Brighton Cromwell for any web related customer services issues or inquiries. Brighton Cromwell customer service is available between 6:00am to 4:00pm Pacific with on-call support available until 5:00pm Pacific. Dedicated customer service can be reached via email or by calling 973/252-4100.
- ◆ Green Initiatives
- As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ❖ WAXIE shares NCPA's and Region 14 ESC's emphasis on minimizing our impact on the Earth's climate as well as employing environmentally responsible practices. WAXIE is a leader in green and sustainable options for our partners. WAXIE is committed to being an industry leader in promoting responsible business practices that support sustainable communities that are secure, economically prosperous, environmentally responsible and healthy places in which to live and work. Sustainability has emerged as a global theme of the 21st century – it is a concept which balances the interconnectedness of the environment, the economy and our quality of life. Please see **Exhibit C** for our *Commitment to Sustainability* brochure.

WAXIE has led the development of sustainable supply chain contracts in the Public Sector since 2004 and we are recognized as a leader in both the sale of and development of green cleaning products as well as operating our company as environmentally appropriately as possible. Here are some of our initiatives:

- WAXIE has committed to building all new buildings to LEED Silver and has two new Regional Inventory Centers that are LEED Silver Certified, Salt Lake City, UT and Mesa, AZ. The WAXIE Livermore facility is currently seeking LEED-EB certification.
- WAXIE has converted our four California Regional Inventory Centers to LED lighting.
- Photovoltaic Solar Panels have been installed at all California locations. Other locations are being evaluated for solar power.
- WAXIE has purchased and operates several CNG powered delivery trucks. These trucks are being operated out of our Santa Ana, CA facility and the program will be expanded to other areas as CNG filling stations become more common.
- WAXIE has the largest selection of green cleaning products, sanitary paper, and hand care products in the US.
- WAXIE has introduced a new line of bio-based products under our brand.
- WAXIE is a member of the USGBC with ten LEED EB Accredited Professionals on staff.
- WAXIE recycles all of its corrugated card board, office paper, plastic wrap, and pallets at all of our facilities.
- Brighton Cromwell offers a full line of EPA approved Energy Star items. This includes lighting, power tools, appliances, HVAC items, plumbing supplies, building materials and more.
- Brighton Cromwell actively promotes brands such as GreenWorks, a line of energy efficient, chargeable outdoor power products.
- Brighton Cromwell participates in the "EnviroLink" program, with over 2,000 stocked items that save water, are energy efficient, are recyclable, conserve resources, or are Energy Star qualified.
- Brighton Cromwell is a leading provider of pre-packaged vehicle maintenance and repair kits which results in dramatically reduced packaging and environmental waste.
- Brighton Cromwell recycles all its corrugated card board, office paper, plastic wrap, and pallets at all of its facilities.

Over the past 12 years, WAXIE has developed a wealth of tools and initiatives to support a more environmentally sustainable portfolio of products and programs.

Our WAXIE GPS® Green Partner Support™ program is unparalleled in helping organizations reach their sustainability goals. This program and process allows WAXIE to determine customized needs in a balanced approach summarizing and measuring for management oversight; while still conducting site surveys and providing the right product mix for customer-facing operations. Please see **Exhibit D** for our *Green Partner Support* brochure.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

❖ Please see **Exhibit E** for a listing of our licenses and registrations.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

❖ Contract Category	Minimum Category Discount
Cleaning Supplies - Floor and carpet cleaning tools, window cleaning tools, general purpose cleaning tools and accessories.	30%
Cleaning Chemicals	30%
3M Cleaning Tools	15%
3M Diamond Grit Floor Pads	15%
Spartan Chemical	20%
Dilution Control Cleaning Chemical Systems	30%
Floor Finishes and Floor Sealers	40%
Wood Floor Cleaning and Maintenance Products	30%
Battery Operated Cleaning Equipment	18%
Cord electric Powered Equipment	28%
Gas, diesel and propane powered cleaning equipment	10%
Direct Wired Electrical Equipment	10%
Equipment Parts and Accessories	10%
Paper Products - Toilet Tissue, Paper Towels, Facial Tissues	50%
Plastic Can Liners	50%
Laundry Products	40%
Ware Washing Products	40%
Food Service Disposable Products	30%
Air Filters	12%
Appliances	10%
Automotive	12%
Building Materials	10%
Electrical Repairs and Equipment	15%
Electronics & Technology	11%
Farm & Ranch	12%
Fasteners	15%
Furniture	10%
General	7%
Hand Tools	11%
HVAC	10%
Lamps, Ballasts, Fixtures	15%
Lawn & Garden	10%
Material Handling	10%
Office Supplies	10%
Paint and Accessories	7%

Plumbing	15%
Pneumatic Tools	7%
Power Tools & Accessories	7%
Safety & Security	12%
Welding and Soldering	8%

WAXIE understands and acknowledges the requirements in Tab 5. We have substituted our products and services categories for the sample categories that appeared on the original RFP. WAXIE will add categories beyond those listed above as they become available.

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

- Please see **Exhibit F** for a comprehensive list of WAXIE’s customer references.

WAXIE acknowledges and understands the quantity and range of references being requested in Tab 6. We are confident the quantity, quality, and range of government entity groups provided in Exhibit E will not only satisfy but exceed this requirement.

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
 - Please see **Exhibit J** of our electronic submission for our complete price list.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

As indicated in the General Terms and Conditions of Tab 1, WAXIE offers the following policies with regard to pricing:

- ❖ WAXIE Sanitary Supply is offering the following price and delivery program:
 - Within WAXIE Sanitary Supply's normal company owned truck delivery zones, all orders are delivered with no minimum order and no freight charges.
 - Outside of WAXIE Sanitary Supply's normal company truck delivery zones, all orders shall have a no minimum and shall be delivered on a freight prepay and add basis.

The same pricing and delivery parameters shall prevail for any subcontractors WAXIE utilizes for contract fulfillment in states where we do not operate.

Special Pricing and Delivery Terms:

Alaska

WAXIE Sanitary Supply operates in the State of Alaska. Due to Alaska's extraordinary environment and the distances and expense required to operate in Alaska, the following terms shall apply.

A twenty-nine (29) cent per pound additional charge shall be added to all prices quoted for the

continental U.S. for delivery in WAXIE Sanitary Supply's normal delivery area in Anchorage and Fairbanks.

Outside of WAXIE Sanitary Supply's normal truck delivery area in Anchorage and Fairbanks, the Alaska price plus freight on a prepay and add basis.

Delivery to remote areas is on an availability of transportation basis. Some areas have no deliveries in the winter months.

Hawaii, Puerto Rico and US Territories

All orders outside contiguous United States and Alaska will be charged contract price plus actual freight.

WAXIE prices are based on a category minimum discount off list price. WAXIE prices are based on a minimum discount by category. Each line item is individually priced at or below the category discount percentage. This allows WAXIE to provide the best pricing for each line item and increases the contract's value to the end user.

List prices are based on manufacturers' or Master Distributors' list price in effect on April 1, 2016 or WAXIE list price effective on March 1, 2016. WAXIE publishes list prices on the first of each month. March 1, 2016 WAXIE Price Pages will be provided upon request. Category discounts are included on our price spreadsheet.

WAXIE acknowledges and understands the pricing requirements as delineated in Tab 7.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

- WAXIE adds value to our partnerships in numerous ways, including but limited to the following:
 - WAXIE Deliver Clean Savings (DCS®)
 - WAXIE Green Partner Support (GPS®)
 - WAXIE Web Based Training
 - WAXIE Onsite Training
 - WAXIE Specialists
 - Brighton Cromwell “Spot Buy” Functionality
 - Dedicated Customer Support

WAXIE Deliver Clean Savings

Qualifying customers can take advantage of WAXIE’s premier consulting service for supply chain analysis. To qualify, customers must agree to purchase their supplies from WAXIE through the NCPA contract and participate fully in the survey process. The program requires participation by procurement as well as all necessary operating departments. Cost reductions of 20-25% hard costs are a common result. Please see **Exhibit G** for the WAXIE DCS Brochure for Higher Education and a sample DCS power point presentation.

WAXIE Green Partner Support

Customers that are interested in working with WAXIE to investigate all areas of sustainability in their buildings can utilize WAXIE’s GPS program. The program is designed to survey and recommend product and process changes that have a lasting positive effect on the environment. The program allows for tracking green product spend as well as employee training on the proper products and processes to reduce the overall impact on the environment of cleaning operations. Please see **Exhibit H** for our GPS program brochure along with a sample outcome.

WAXIE Web Based Training

WAXIE’s online training provides basic custodial operations training and testing online. The program allows supervisors to track and archive employee performance. All modules are available in English and Spanish. Please see **Exhibit I** for WAXIE’s online training brochure.

WAXIE Onsite training

Customers can receive customized training programs onsite through WAXIE’s over 200 sales professionals and through our manufacturer’s representatives and their training staffs.

WAXIE Specialists

WAXIE offers the most knowledgeable and well trained consulting capacity of any facility supply company. WAXIE employs Equipment and Chemical Specialists at all our locations to provide answers and best practices with regard to utilization and efficacy of the equipment and chemical products we sell.

Brighton Cromwell “Spot Buy” Functionality

Customers can inquire about pricing and availability for virtually any item within the contract scope. Brighton Cromwell is not restricted in its product offering by geographic or product boundaries. As sourcing and procurement professionals Brighton Cromwell is able to provide product well outside of its standard, stocked items and supply chain.

Dedicated Customer Support

Customers can access dedicated contract specific customer service professionals. These individuals are able to respond to any and all questions or concerns related to the website (www.waxien CPA.com), product scope, spot buys, or order status.

Tab 9 – Required Documents


- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

WAXIE acknowledges and understands and is please to sign all documents contained in Tab 9.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>WAXIE Sanitary Supply</u>
Print Name	<u>Mike Muscara</u>
Address	<u>9353 Waxie Way</u>
City, State, Zip	<u>San Diego, CA 92123</u>
Authorized signature	<u></u>
Date	<u>March 28. 2016</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature 

Date March 28, 2016

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name WAXIE Sanitary Supply

Address 9353 Waxie Way

City/State/Zip San Diego, CA 92123

Telephone No. Office: 800/292-9437 x641; Cell: 480/213-1709

Fax No. 619/615-2150

Email address mmuscara@waxie.com

Printed name Mike Muscara

Position with company Corporate Account Director

Authorized signature 

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon		
		54	CITY OF MOSIER
		55	CITY OF NEWBERG
		56	CITY OF NORTH PLAINS
1	CEDAR MILL COMMUNITY LIBRARY	57	CITY OF OREGON CITY
2	CITY COUNTY INSURANCE SERVICES	58	CITY OF PHOENIX
3	CITY OF ADAIR VILLAGE	59	CITY OF PILOT ROCK
4	CITY OF ALBANY	60	CITY OF PORT ORFORD
5	CITY OF ASHLAND	61	CITY OF PORTLAND
6	CITY OF ASTORIA OREGON	62	CITY OF POWERS
7	CITY OF AUMSVILLE	63	CITY OF REDMOND
8	CITY OF AURORA	64	CITY OF REEDSPORT
9	CITY OF BEAVERTON	65	CITY OF RIDDLE
10	CITY OF BOARDMAN	66	CITY OF SALEM
11	CITY OF BURNS	67	CITY OF SANDY
12	CITY OF CANBY	68	CITY OF SANDY
13	CITY OF CANNON BEACH OR	69	CITY OF SCAPPOOSE
14	CITY OF CANYONVILLE	70	CITY OF SEASIDE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	71	CITY OF SHADY COVE
16	CITY OF CLATSKANIE	72	CITY OF SHERWOOD
17	CITY OF COBURG	73	CITY OF SPRINGFIELD
18	CITY OF CONDON	74	CITY OF ST. PAUL
19	CITY OF COOS BAY	75	CITY OF STAYTON
20	CITY OF CORVALLIS	76	CITY OF TIGARD, OREGON
21	CITY OF COTTAGE GROVE	77	CITY OF TUALATIN, OREGON
22	CITY OF CRESWELL	78	CITY OF WARRENTON
23	CITY OF DALLAS	79	CITY OF WEST LINN/PARKS
24	CITY OF DAMASCUS	80	CITY OF WILSONVILLE
25	CITY OF DUNDEE	81	CITY OF WINSTON
26	CITY OF EAGLE POINT	82	CITY OF WOOD VILLAGE
27	CITY OF ECHO	83	CITY OF WOODBURN
28	CITY OF ESTACADA	84	CITY OF YACHATS
29	CITY OF EUGENE	85	FLORENCE AREA CHAMBER OF COMMERCE
30	CITY OF FAIRVIEW	86	GASTON RURAL FIRE DEPARTMENT
31	CITY OF FALLS CITY	87	GLADSTONE POLICE DEPARTMENT
32	CITY OF GATES	88	HOUSING AUTHORITY OF THE CITY OF SALEM
33	CITY OF GEARHART	89	KEIZER POLICE DEPARTMENT
34	CITY OF GERVAIS	90	LEAGUE OF OREGON CITIES
35	CITY OF GOLD HILL	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
36	CITY OF GRANTS PASS	92	METRO
37	CITY OF GRESHAM	93	MONMOUTH - INDEPENDENCE NETWORK
38	CITY OF HAPPY VALLEY	94	PORTLAND DEVELOPMENT COMMISSION
39	CITY OF HILLSBORO	95	RAINIER POLICE DEPARTMENT
40	CITY OF HOOD RIVER	96	RIVERGROVE WATER DISTRICT
41	CITY OF JOHN DAY	97	SUNSET EMPIRE PARK AND RECREATION
42	CITY OF KLAMATH FALLS	98	THE NEWPORT PARK AND RECREATION CENTER
43	CITY OF LA GRANDE	99	TILLAMOOK PEOPLES UTILITY DISTRICT
44	CITY OF LAKE OSWEGO	100	TUALATIN VALLEY FIRE & RESCUE
45	CITY OF LAKESIDE	101	WEST VALLEY HOUSING AUTHORITY
46	CITY OF LEBANON		
47	CITY OF MALIN	No.	Counties and Parishes
48	CITY OF MCMINNVILLE	1	ASSOCIATION OF OREGON COUNTIES
49	CITY OF MEDFORD	2	BENTON COUNTY
50	CITY OF MILL CITY	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
51	CITY OF MILLERSBURG	4	CLATSOP COUNTY
52	CITY OF MILWAUKIE	5	COLUMBIA COUNTY, OREGON
53	CITY OF MORO	6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT

8	CURRY COUNTY OREGON	3	BAKER SCHOOL DISTRICT 5-J
9	DESCHUTES COUNTY	4	BANDON SCHOOL DISTRICT
10	DOUGLAS COUNTY	5	BANKS SCHOOL DISTRICT
11	GILLIAM COUNTY	6	BEAVERTON SCHOOL DISTRICT
12	GILLIAM COUNTY OREGON	7	BEND / LA PINE SCHOOL DISTRICT
13	GRANT COUNTY, OREGON	8	BEND-LA PINE SCHOOL DISTRICT
14	HARNEY COUNTY SHERIFFS OFFICE	9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
15	HOOD RIVER COUNTY	10	CANBY SCHOOL DISTRICT
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY	11	CANYONVILLE CHRISTIAN ACADEMY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES	12	CASCADE SCHOOL DISTRICT
18	JEFFERSON COUNTY	13	CASCADES ACADEMY OF CENTRAL OREGON
19	KLAMATH COUNTY VETERANS SERVICE OFFICE	14	CENTENNIAL SCHOOL DISTRICT
20	LAKE COUNTY	15	CENTRAL CATHOLIC HIGH SCHOOL
21	LANE COUNTY	16	CENTRAL POINT SCHOOL DISTRICT NO. 6
22	LINCOLN COUNTY	17	CENTRAL SCHOOL DISTRICT 13J
23	LINN COUNTY	18	CLACKAMAS EDUCATION SERVICE DISTRICT
24	MARION COUNTY , SALEM, OREGON	19	COOS BAY SCHOOL DISTRICT
25	MORROW COUNTY	20	COOS BAY SCHOOL DISTRICT NO.9
26	MULTNOMAH COUNTY	21	COQUILLE SCHOOL DISTRICT 8
27	MULTNOMAH COUNTY	22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
28	MULTNOMAH LAW LIBRARY	23	CRESWELL SCHOOL DISTRICT
29	NAMI LANE COUNTY	24	CROSSROADS CHRISTIAN SCHOOL
30	POLK COUNTY	25	CULVER SCHOOL DISTRICT NO.
31	SHERMAN COUNTY	26	DALLAS SCHOOL DISTRICT NO. 2
32	UMATILLA COUNTY, OREGON	27	DAVID DOUGLAS SCHOOL DISTRICT
33	UNION COUNTY	28	DAYTON SCHOOL DISTRICT NO.8
34	WALLOWA COUNTY	29	DE LA SALLE N CATHOLIC HS
35	WASCO COUNTY	30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
36	WASHINGTON COUNTY	31	DOUGLAS COUNTY SCHOOL DISTRICT 116
37	YAMHILL COUNTY	32	DOUGLAS EDUCATION SERVICE DISTRICT
1	BOARD OF WATER SUPPLY	33	DUFUR SCHOOL DISTRICT NO.29
2	COUNTY OF HAWAII	34	ELKTON SCHOOL DISTRICT NO.34
3	MAUI COUNTY COUNCIL	35	ESTACADA SCHOOL DISTRICT NO.108
No.	Higher Education	36	FOREST GROVE SCHOOL DISTRICT
1	BIRTHINGWAY COLLEGE OF MIDWIFERY	37	GASTON SCHOOL DISTRICT 511J
2	BLUE MOUNTAIN COMMUNITY COLLEGE	38	GEN CONF OF SDA CHURCH WESTERN OR
3	CENTRAL OREGON COMMUNITY COLLEGE	39	GLADSTONE SCHOOL DISTRICT
4	CHEMEKETA COMMUNITY COLLEGE	40	GLENDALE SCHOOL DISTRICT
5	CLACKAMAS COMMUNITY COLLEGE	41	GLIDE SCHOOL DISTRICT NO.12
6	COLUMBIA GORGE COMMUNITY COLLEGE	42	GRANTS PASS SCHOOL DISTRICT 7
7	GEORGE FOX UNIVERSITY	43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
8	KLAMATH COMMUNITY COLLEGE DISTRICT	44	GRESHAM-BARLOW SCHOOL DISTRICT
9	LANE COMMUNITY COLLEGE	45	HARNEY COUNTY SCHOOL DIST. NO.3
10	LEWIS AND CLARK COLLEGE	46	HARNEY EDUCATION SERVICE DISTRICT
11	LINFIELD COLLEGE	47	HEAD START OF LANE COUNTY
12	LINN-BENTON COMMUNITY COLLEGE	48	HERITAGE CHRISTIAN SCHOOL
13	MARYLHURST UNIVERSITY	49	HIGH DESERT EDUCATION SERVICE DISTRICT
14	MT. HOOD COMMUNITY COLLEGE	50	HOOD RIVER COUNTY SCHOOL DISTRICT
15	MULTNOMAH BIBLE COLLEGE	51	JACKSON CO SCHOOL DIST NO.9
16	NATIONAL COLLEGE OF NATURAL MEDICINE	52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
17	NORTHWEST CHRISTIAN COLLEGE	53	JEFFERSON SCHOOL DISTRICT
18	OREGON HEALTH AND SCIENCE UNIVERSITY	54	KLAMATH FALLS CITY SCHOOLS
19	OREGON UNIVERSITY SYSTEM	55	LA GRANDE SCHOOL DISTRICT
20	PACIFIC UNIVERSITY	56	LAKE OSWEGO SCHOOL DISTRICT 7J
21	PORTLAND COMMUNITY COLLEGE	57	LANE COUNTY SCHOOL DISTRICT 4J
22	PORTLAND STATE UNIV.	58	LANE COUNTY SCHOOL DISTRICT 69
23	REED COLLEGE	59	LEBANON COMMUNITY SCHOOLS NO.9
24	ROGUE COMMUNITY COLLEGE	60	LINCOLN COUNTY SCHOOL DISTRICT
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - SCIO SD
26	TILLAMOOK BAY COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
27	UMPQUA COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
28	WESTERN STATES CHIROPRACTIC COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
29	WILLAMETTE UNIVERSITY	65	MCMINNVILLE SCHOOL DISTRICT NO.40
1	ARGOSY UNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	67	MITCH CHARTER SCHOOL
3	COLLEGE OF THE MARSHALL ISLANDS	68	MOLALLA RIVER ACADEMY
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
5	UNIVERSITY OF HAWAII AT MANOA	70	MONROE SCHOOL DISTRICT NO.1J
No.	K - 12	71	MORROW COUNTY SCHOOL DISTRICT
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	72	MT. ANGEL SCHOOL DISTRICT NO.91
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	73	MT.SCOTT LEARNING CENTERS
		74	MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROWESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLISCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHASCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRAHEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLANDHAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORCS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARCENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN		
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY - CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOK ESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETON ACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231 TRILLIUM FAMILY SERVICES, INC.
 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
 233 UNION GOSPEL MISSION
 234 UNITED CEREBRAL PALSY OF OR AND SW WA
 235 UNITED WAY OF THE COLUMBIA WILLAMETTE
 236 US CONFERENCE OF MENONNITE BRETHERN CHURCHES
 237 US FISH AND WILDLIFE SERVICE
 238 USAGENCIES CREDIT UNION
 239 VERMONT HILLS FAMILY LIFE CENTER
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 241 VOLUNTEERS OF AMERICA OREGON
 242 WE CARE OREGON
 243 WESTERN RIVERS CONSERVANCY
 244 WESTERN STATES CENTER
 245 WESTSIDE BAPTIST CHURCH
 246 WILD SALMON CENTER
 247 WILLAMETTE FAMILY
 248 WILLAMETTE VIEW INC.
 249 WOODBURN AREA CHAMBER OF COMMERCE
 250 WORD OF LIFE COMMUNITY CHURCH
 251 WORKSYSTEMS INC
 252 YOUTH GUIDANCE ASSOC.
 253 YWCA SALEM
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 2 ALOHACARE
 3 AMERICAN LUNG ASSOCIATION
 4 BISHOP MUSEUM
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 7 EAH, INC.
 8 EASTER SEALS HAWAII
 9 GOODWILL INDUSTRIES OF HAWAII, INC.
 10 HABITAT FOR HUMANITY MAUI
 11 HALE MAHAOLU
 12 HAROLD K.L. CASTLE FOUNDATION
 13 HAWAII AGRICULTURE RESEARCH CENTER
 14 HAWAII EMPLOYERS COUNCIL
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 16 HONOLULU HABITAT FOR HUMANITY
 17 IUPAT, DISTRICT COUNCIL 50
 18 LANAKILA REHABILITATION CENTER INC.
 19 LEEWARD HABITAT FOR HUMANITY
 20 MAUI COUNTY FCU
 21 MAUI ECONOMIC DEVELOPMENT BOARD
 22 MAUI ECONOMIC OPPORTUNITY, INC.
 23 MAUI FAMILY YMCA
 24 NA HALE O MAUI
 25 NA LEI ALOHA FOUNDATION
 26 NETWORK ENTERPRISES, INC.
 27 ORI ANUENUE HALE, INC.
 28 PARTNERS IN DEVELOPMENT FOUNDATION
 29 POLYNESIAN CULTURAL CENTER
 30 PUNAHOU SCHOOL
 31 ST. THERESA CHURCH
 32 WAIANA E COMMUNITY OUTREACH
 33 WAILUKU FEDERAL CREDIT UNION
 34 YMCA OF HONOLULU

No. Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD

9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT
 13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER
 39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 1 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION