

Contract #202329-01

Janitorial and Sanitation Supplies, Equipment and Related Services

Network Services Company

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1. Final Negotiations Letter of Concurrence



CITY OF
TUCSON

BUSINESS
SERVICES
DEPARTMENT

March 5, 2020

Sent via email, this day

Daniel Ceko, Treasurer & Corporate Counsel
Network Services Company
1100 East Woodfield Rd., Suite 200
Schaumburg, IL 60173
Email: dceko@networkdistribution.com

**Subject: Request for Proposal No. 202329 – Janitorial and Sanitation Supplies,
Equipment, and Related Services
Letter of Concurrence**

Dear Mr. Ceko,

This letter serves as concurrence of the negotiations for the above listed solicitation. The following changes have been mutually agreed upon with deletions in strikethrough and insertions in italics.

SPECIAL TERMS AND CONDITIONS:

3. TERM AND RENEWAL (as amended by Solicitation Amendment #1): The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, cancelled or extended as otherwise provided herein. ~~The parties Contractor~~ agrees that the City of Tucson shall have the right, *upon mutual agreement at its sole option*, to renew the Contract for one additional two (2) year period or portion thereof. In the event that the ~~parties City~~ exercise such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

4. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year and for each additional one (1) year *anniversary date* period thereafter, which will be a factor in the renewal review process. The City will determine whether the requested price adjustment, or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract *anniversary date* renewal or, in the case of a mid-term adjustment, upon execution of the amendment. *Contractor may propose price adjustments*

semi-annually or based on extreme market fluctuations, in addition to requests at time of renewal or Contract anniversary. Extreme market fluctuations are defined as change in the market prices exceeding ten percent (10%) in a single quarter.

5. FOB DESTINATION FREIGHT PREPAID:

Prices shall be FOB Destination Freight Prepaid to the delivery location designated.

Contractor will provide delivery on a freight free basis to all agency locations that fall within the Contractor's freight free delivery zones per Contractor's 'Geomaster'. Should any locations fall outside the freight free delivery zones, Contractor will contact the applicable agency and review service requirements for those locations in a manner acceptable to both the agency and Contractor including a possible freight fee charged to the applicable agency. Freight charges to the no-freight charge locations shall not exceed actual freight charges incurred by Contractor. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges (except as otherwise set forth above) shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the agency to Contractor. The City will assist the Contractor in arranging for inspection.

Each individual order placed by an agency must exceed \$400 of products; provided, however, if an individual order is placed by an agency for less than or equal to \$400, Contractor, in its sole discretion, may charge such agency a \$40 fee for a below minimum order.

STANDARD TERMS AND CONDITIONS:

5. ASSIGNMENT-DELEGATION: No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice. *Notwithstanding the foregoing, the City hereby acknowledges and agrees that the products and services shall be provided by Contractor through its member-distributors and hereby expressly consents to the provision of the products and services by Contractor through its member-distributors, without further notice or permission being required.*

11. CONTRACT: The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal, *except where exceptions have been negotiated.* The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson

and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ON INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials, *except as allowed by this Agreement*. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

20. **INDEMNIFICATION:** *Contractor agrees to indemnify and hold harmless the City of Tucson and its affiliates, officers, directors, employees, clients and agents from any and all third party claims, damages, liabilities and costs, losses and expenses (including reasonable attorney's fees and disbursements) which the City of Tucson or any of the said persons shall suffer or incur as a result of or attributable to (i) any and all claims, damages, liabilities, costs, losses and expenses (including reasonable attorney's fees and disbursements) arising out of Contractor's breach of its representations, warranties, obligations or covenants set forth in this Agreement or (ii) Contractor's failure to comply with the terms and conditions of this Contract; provided, however, any such indemnification shall exclude any such losses and expenses caused by the act, omission, breach or gross negligence of the City.*

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City,

or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor *within ninety (90) days*. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

30. PAYMENT: *The City will issue a Purchase Order and provide a credit card for payment at the time of ordering. Unless payment is made by credit card at the time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.*

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and correct invoice. The Contractor's payment shall apply to all purchases and to all payment methods. All amounts owed by the City are to be received by Contractor within thirty (30) days from invoice date.

31. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine *the reasonable and actual* cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

39. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. *Notwithstanding the foregoing, the City hereby acknowledges and agrees that the products and services shall be provided by Contractor through its member-distributors and hereby expressly consents to the provision of the products and service by Contractor through its member-distributors, without further notice or approval being required.*

41. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in

**BUSINESS SERVICES DEPARTMENT
SHARED SERVICES – PROCUREMENT**

CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639

www.tucsonprocurement.com

whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Contractor reserves the right to terminate the whole or any part of this Contract due to the failure of the City to carry out any term or condition of the Contract, if such failure is not cured within ten (10) days of the notice to default. Contractor will issue a written ten (10) day notice of default to the City for acting or failing to act in accordance with the terms or conditions of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

43. WARRANTIES: ~~Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document. ALL PRODUCTS PROVIDED TO THE CITY UNDER THIS CONTRACT BY CONTRACOTR ARE PROVIDED "AS IS", AND CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ANY PRODUCTS. NOTWITHSTANDING THE FOREGOING, CONTRATOR SHALL PASS THROUGH TO THE CITY ALL WARRANTIES AND INDEMNIFICATIONS, IF ANY (IF AND TO THE EXTENT CONTRACTOR REMAINS PROTECTED THEREUNDER), THAT CONTRATOR RECEIVES FROM THE MANUFACTURERS OF THE PRODUCT~~

Please sign and return the letter to my attention. If you should have any questions, please contact me at (520) 837-6685 or Andrew.Klos@tucsonaz.gov.

Sincerely,



Andrew Klos, MBA
Senior Contract Officer

Concurrence: Daniel Ceko Digitally signed by Daniel Ceko
DN: cn=Daniel Ceko, o=Network Services Company,
ou, email=dceko@networkdistribution.com, c=US
Date: 2020.03.06 16:23:38 -0600 Date: March 6, 2020

Name/Title: Daniel Ceko, Treasurer & Corporate Counsel

2. OFFERAND ACCEPTANCE

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Network Services Company
Company

1100 E. Woodfield Road, Suite 200
Address

Schaumburg IL 60173
City State Zip



Signature or Person Authorized to Sign

Daniel Ceko
Printed Name

Name: Daniel Ceko

Phone: 224.361.2278

Fax: 224.361.4200

E-Mail: dceko@networkdistribution.com

Treasurer and Corporate Counsel

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 202329

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 4 day of April, 2020



As Tucson City Attorney and not personally

Awarded:

This 31st day of March, 2020



As Director of Business Services and not personally

**3. NETWORK SERVICES's Response to
RFP# 202329**

**NETWORK SERVICES RESPONSE
TO
CITY OF TUCSON
REQUEST FOR PROPOSAL
PROPOSAL REQUEST NUMBER: 202329**

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COPY OF CITY OF TUCSON REQUEST FOR PROPOSAL, AS RECEIVED

COPY OF ATTACHMENT A OMNIA SOLICITATION

COPY OF ATTACHMENT B, NATIONAL CORE LIST

ATTACHMENT C HUD FORMS

AMENDMENT 1

RESPONSE TO ATTACHMENT A – EXHIBIT A

SUPPORT DOCUMENTATION FOR EXHIBIT A

RESPONSE TO PROPOSAL REQUEST

SUPPORT DOCUMENTATION FOR PROPOSAL RESPONSE

AMENDMENT 1, SIGNED

**COPIES OF VARIOUS EXHIBITS INCLUDING EXHIBIT B, EXHIBIT C, EXHIBIT D, EXHIBIT E, EXHIBIT F,
EXHIBIT G, EXHIBIT H**

**COPIES OF REQUIRED DOCUMENTS, INCLUDING DOCUMENT 1, DOCUMENT 2, DOCUMENT 3,
DOCUMENT 4, DOCUMENT 5, DOCUMENT 6, AND DOCUMENT 7**

OFFER AND ACCEPTANCE FORM, SIGNED

ATTACHMENT B, NATIONAL CORE LIST



Mr. Andrew Klos,
Department of Procurement
255 Alameda, 6th Floor
Tucson, AZ 85701

RE: City of Tucson RFP# 202329

Dear Andrew,

Network Services Company (NETWORK) and WAXIE Sanitary Supply (WAXIE) are pleased to jointly submit our response to the City of Tucson RFP for Janitorial and Sanitation Supplies, Equipment, and Related Services, number 202329.

As you know, NETWORK has provided a national supply chain solution to OMNIA and The City of Tucson for almost ten years. WAXIE has provided exceptional service to The City of Tucson and other OMNIA PPA's within their geography, under the existing agreement as well.

NETWORK and WAXIE appreciate the opportunity to be included in this RFP and hope you'll find complete answers and support materials to all questions within.

Should you have any questions, please feel free to contact Frank Barretta at 201.310.4708 or fbarretta@networkdistribution.com.

Best Regards,

Frank Barretta

Frank Barretta
Corporate Account Director
Network Services Company

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 202329

PROPOSAL DUE DATE: DECEMBER 6, 2019, AT 2:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ
85701

MATERIAL OR SERVICE: JANITORIAL AND SANITATION
SUPPLIES, EQUIPMENT, AND RELATED
SERVICES

PRE-PROPOSAL CONFERENCE DATE: NOVEMBER 13, 2019

TIME: 10:00 AM Local Arizona Time

LOCATION: Room 113B, Building 1, Thomas O. Price
Service Center, 4004 S Park Ave,
Tucson, AZ 85726
Conference Bridge #: (832) 856-4663
Conference ID: 375588985

CONTRACT OFFICER: ANDREW KLOS, MBA
TELEPHONE NUMBER: (520) 837-6685
Andrew.Klos@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

All visitors to City Hall are now required to show picture identification when going through the security checkpoint in the main lobby. Visitors should plan accordingly.

ak

PUBLISH DATE: OCTOBER 28, 2019

INTRODUCTION

The City of Tucson (the "City") is requesting proposals from qualified and experienced firms to provide **JANITORIAL AND SANITATION SUPPLIES**. The City of Tucson requires a Contractor who provides a diverse and extensive supply of janitorial and sanitation supplies for delivery to various City locations in the Tucson metropolitan area and Participating Public Agencies, as well as a representative(s) to provide onsite product and service consultations, demonstrations, job/task cleaning direction and training.

The City seeks a Contractor that can provide a broad supply of products and services to ensure the support of daily maintenance operations. The Contractor will have a sophisticated infrastructure including strategically located, nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP).

NATIONAL CONTRACT

The City of Tucson as the Principal Procurement Agency, defined in Attachment A, 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. The City of Tucson 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 Purchasing Cooperative Agreement, a form of which is attached hereto on Attachment C, or as otherwise agreed to. Attachment A 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 Offerors OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor'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 Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive

solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately \$2 million over the full potential Master Agreement term for Janitorial and Sanitation Supplies, Equipment and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Janitorial and Sanitation Supplies, Equipment and Related Services purchased under the Master Agreement through OMNIA Partners is approximately \$110 million annual aggregate volume. This projection is based on the current annual volumes among the City of Tucson, 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.

SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the following minimum qualifications:
 - a. Have a strong national presence in the janitorial and sanitation supply industry.
 - b. Have a distribution model capable of delivering products nationwide.
 - c. Have a demonstrated sales presence.
 - d. Have the ability to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - e. Have a full range of products, supplies, and services to meet the demands of the City and Participating Public Agencies.
2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
3. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this Contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the Contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY:** For City of Tucson purchases, janitorial and sanitation supplies shall be delivered to various City of Tucson locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time, for warehouse locations and as agreed to for other non-warehouse locations.
6. **CATALOGS:** Within 10 days after Contract award and after request from City staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a Participating Public Agency, Contractor shall provide, at no cost, these catalogs and price lists. Contractor shall also provide two accessible public

websites, one for the City of Tucson and one for OMNIA Partners, which contain an interactive web catalog, price list and ordering system.

B. PRODUCT REQUIREMENTS:

1. **PRODUCTS:** A complete and comprehensive line of quality made janitorial and sanitation supplies to support the daily maintenance and operation functions of the agency. The categories include but are not limited to the following;
 - a. **Dilution Control** - Dilution control chemicals and delivery systems ranging from hand-held to wall-mounted systems.
 - b. **Green Products** – Products and supplies that meet industry recognized certified green standards from independent third-party certifications like ecovadis, EcoLogo and Green Seal.
 - c. **Industrial Paper and Dispensers**– Includes sanitary paper towels, toilet tissue, wipers, and proprietary and universal product dispensers.
 - d. **Private Label** – Private branded products, supplies and equipment.
 - e. **Hard Floor Care** – Products and supplies to care for flooring including wood, stone, concrete and resilient flooring. Products include cleaners, strippers, finishes, sealers, restorers, sweeps, absorbents, mats, pads, doodlebugs, bonnets, brooms, brushes, handles, buckets, wringers, dust pans, mops and squeegees.
 - f. **Carpet Care** – Products and supplies such as pre-sprays, shampoo, spotters, cleaners, post treatments for carpet and upholstery.
 - g. **Restroom Care** – Products and supplies including cleaners, brushes, deodorants, proprietary and universal dispensers, sanitizers, disinfectants, skin care and feminine products.
 - h. **Waste Receptacles, Compactors and Liners** – Products and supplies for the collection and disposal of waste.
 - i. **Machines and Accessories** – Janitorial equipment such as auto scrubbers, floor machines, burnishers, extractors, vacuums, dryers, sweepers, steam cleaners and associated supplies and accessories.
 - j. **Institutional and Industrial Laundry and Kitchen** – Products and supplies specific to laundry and kitchen care, including disposable food service items.
 - k. **Industrial Tools & Supplies** – Tools, supplies and accessories to support cleaning activities including janitor carts, dusters, window cleaners, brushes, spray bottles, squeegees and gloves.
 - l. **Packaging and Shipping** – Products and supplies specific to packing and shipping requirements including boxes, bubble wrap, tape, labels, etc.
 - m. **Break Room and Food Disposable Supplies** – Including cups, plates, eating utensils, coffee supplies, etc.

n. **Balance of line/Other Categories** – Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for janitorial and sanitation supplies and related material. 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 Page 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 City reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **PRICING:** Offerors are to provide a discount from a verifiable price index, provide a reduced net pricing schedule, a wholesale plus negotiated fixed margin, a hybrid or other supplier specific pricing. Contractor must fully describe and disclose details of proposed pricing method including audit verification method. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

Special Offers/Promotions:

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 Public 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.

Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

C. SERVICE REQUIREMENTS:

1. **SERVICES:** The City is interested in evaluating the following categories of value-add services for inclusion in this Contract. The categories include but are not limited to the following.
 - a. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales, services and product offerings. The program should focus on increasing opportunities for small local businesses for the City of Tucson as well as for any other agency using this contract. At a minimum, it should establish how business will be directed to small local businesses, establish any unique product or service offerings and develop small businesses as second-tier suppliers.
 - b. **Consulting Services:** Examples include inventory solutions, emergency preparedness programs, sustainability program, eCommerce and safety services.

- c. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support.
- d. **Software Punch Out:** The capability of your electronic ordering system to interface with an agency's inventory software system.
- e. **Green/Sustainability Program:**
 - i. **Policies:** Efforts and policies pertaining to green and sustainability.
 - ii. **Products:** Impact on product offerings.
 - iii. **Distribution:** Impact on distribution process.
 - iv. **Certifications:** The industry recognized certifications and standards obtained and those represented through its catalog of products.
- f. **Repair Services:** The ability to provide repair services of janitorial equipment through authorized manufacturer's facilities or other avenues.
- g. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
- h. **Sourcing:** Capability of sourcing products
 - i. from non-catalog suppliers and
 - ii. from line card extensions of catalog suppliers.
- i. **Other Services/Programs:** Other value-add services not included in above categories, such as installation of chemical and paper product dispensing units.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
 - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit two (2) electronic copy of the proposal on jump drive in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate jump drive. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope. Faxing proposals is not permitted.
15. **LATE PROPOSALS:** Late proposals will be rejected.
16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
19. **TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
20. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
21. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
22. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
23. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

- 24. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 25. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 26. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. Provide a response to the national program.

- a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror 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 reported to National IPA.
- b. The successful Offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

2. General Requirements

- a. Provide a detailed written response illustrating how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.
- b. Submit any and all information that will aid the City in evaluating your proposal.

3. Product Requirements

- a. Provide a detailed written response illustrating how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall provide the proposed product lines. Offerors shall identify and describe their categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 - i. Identification and description of product categories offered
 - ii. Identification and description of sub categories
 - iii. Identification and description of manufacturers within each sub category
- b. What is the total number of products offered in your catalog? Are all catalog products available to participating public agencies nationwide?
- c. How are "green" products identified in your catalog? How are they identified when ordering online? How many "green" products are in your catalog?
- d. How are "certified small business and other business classifications" products identified in your catalog? How are they identified when ordering online? How many "certified small business and other business classifications" products are in your catalog?
- e. Do you offer "Private Line" products? Provide details and describe. How does pricing compare to traditional and comparable brand name products? Provide examples.
- f. Submit any information that will aid the City in evaluating your proposal.

4. Service Requirements

- a. Provide a detailed written response illustrating how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. Offerors shall provide the proposed services that meet requirements. For each

proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

- i. Policies and programs detailing your efforts in these areas.
- ii. Literature explaining your capabilities.

b. Submit any information that will aid the City in evaluating your proposal.

5. Ordering and Invoices

- a. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
- c. Describe how Offeror measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?
- d. Describe how agencies choosing to pick up products will receive the correct Contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

6. Other

- a. Describe any government rebate programs that are offered.
- b. Describe how Offeror will meet the monthly usage reporting criteria. Submit a sample report.
- c. Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Public Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date.

B. Qualifications & Experience

1. Complete OMNIA Partners Exhibit A, Section 3.0
2. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
3. Please submit any additional information that you feel is applicable to your qualifications and experience.
4. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

C. Price Proposal

1. Provide price proposal as requested on the Price Page (See Attachment B).
2. Provide available payment terms.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).

- d. If "no" to above, will consideration be given to accept the card? _____ Yes _____ No
5. Does your firm have a City of Tucson Business License? _____ Yes _____ No
If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with OMNIA Partners are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this Contract will be the sole responsibility of each Participating Public Agency. The Contractor may negotiate additional expenses incurred as a result of Participating Public Agencies' usage of this Contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **INSURANCE:** The Contractor agrees to:
- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
 - B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
 - C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.
- 3. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional two-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 4. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year and for each additional one (1) year period thereafter, which will be a factor in the renewal review process. The City will determine whether the requested price adjustment, or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract renewal or, in the case of a mid-term adjustment, upon execution of the amendment.
- 5. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 6. SUBSTITUTE ITEMS:** In the event that a product or model provided under the contract is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued.
 - B. Documentation from the manufacturer that names the replacement product or model.
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the

Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor

or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.
25. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
26. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
27. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
28. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
29. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
30. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
32. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
33. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
34. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance

of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 40. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 41. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 42. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 43. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

See Attachment B – Excel Price Page
Tab 1 – National Core List
Tab 2 – Additional Suppliers

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 2019

This _____ day of _____ 2019

As Tucson City Attorney and not personally

As Director of Business Services and not personally

ATTACHMENTS

Attachment A - OMNIA Partners – Requirements for National Cooperative Contract

Attachment B – Excel Price Page

Attachment C – HUD Documents

ATTACHMENT A



**REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT
TO BE ADMINISTERED BY
OMNIA PARTNERS, PUBLIC SECTOR**

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, Public Sector.

1.1 Requirement

The City of Tucson (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, Public Sector”), is requesting proposals for Janitorial and Sanitation Supplies, Equipment, and Related Services. 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, Public Sector’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, 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, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector’s cooperative purchasing program. Registration with OMNIA Partners, Public Sector 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, Public Sector, 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, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, 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, Public Sector's 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, Public Sector.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners, Public Sector reserves the right to determine whether or not 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$110 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, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. 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, Public Sector. 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, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without

being in conflict with the Master Agreement. 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 (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). 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. 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, Public Sector).

All 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, Public Sector's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. 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;
- D. 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, Public Sector 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, Public Sector 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, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector 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 in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. 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.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. 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.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. 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 ensure 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector.
 - 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, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector 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, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. 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, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector 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, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector 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:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
 - iv. 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, Public Sector 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.
- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector 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 administration 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.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
- ii. 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, Public Sector under the Master Agreement.
- iii. 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, Public Sector).
- iv. 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, Public Sector"), 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, Public Sector 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, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector 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, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier’s obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as 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, Public Sector solely in its capacity as the 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, Public Sector 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, Public Sector 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, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. 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 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector 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.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies'

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employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector 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, Public Sector. 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, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector 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, Public Sector from Supplier in the amount of __ percent (__%) ("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, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, 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, Public Sector 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, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector 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

Requirements for National Cooperative Contract

Clearing House (ACH) to the OMNIA Partners, Public Sector 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, Public Sector's 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, Public Sector, or its designee, in OMNIA Partners, Public Sector's 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, Public Sector receives such report. In addition, OMNIA Partners, Public Sector 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, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector 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, Public Sector's 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, Public Sector's 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, Public Sector 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, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, 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, Public Sector.

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.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. 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, Public Sector, 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

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

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, Public Sector**”) 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, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector 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:

1. Each party will facilitate the cooperative procurement of Products.
2. 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(h), 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.

3. 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.

4. 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.

5. 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.

6. 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 the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. 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.

8. 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.

9. 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.

10. 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

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PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. 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.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

**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**

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, Public Sector”), [NAME OF PPA] 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 [NAME OF PPA] (“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, Public Sector.

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, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

EXHIBIT E CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS, PUBLIC SECTOR EXHIBITS EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners, Public Sector Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # (Assigned by OMNIA Partners, Public Sector and provided to Supplier)	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals _____
Cumulative Contract Sales _____

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 \$150,000, 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 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 \$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 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 (I) 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 Requirements for National Cooperative Contract

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: _____

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, Public Sector's 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

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.

**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 offeror 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: _____

Street: _____

City, State, Zip Code: _____

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 _____, an authorized representative of _____, 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

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

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said 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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

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 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 AA201-A upon receipt from the

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.

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

Requirements for National Cooperative Contract

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 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.

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 <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.
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 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.**

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:

- 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.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
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Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

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__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(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.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector 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	State 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	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State 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 SULPHUR, 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
LONDON, 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
TABJONA, 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
GILLIAM 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
APPEGATE 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
COLEDO 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
DURKBE 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
 HEPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPNER R.F.P.D., OR
 HEPNER 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 MUDDY 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 UNJT 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
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
OR
RIDGEWOOD 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
TONE WATER 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
 MARION COUNTY SCHOOL DISTRICT
 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
 ITTNERIS 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
 LEGACY 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 COLLEGE, 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
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
			Superclr Liner 42X48 Ldpeclr 1.15Mil	Can Liners	CS			\$0.00
			Liner 40X48 Ldpe Wht Ehd 1.5 Mil	Can Liners	CS			\$0.00
			Liner 33X40 30 Gal HDPE Nat 16 Mic	Can Liners	CS			\$0.00
			Liner LD 33" x 47" 0.90 Mil Blk Coreless	Can Liners	CS			\$0.00
			Liner40x46 40-45gINat.9 Mil20RI	Can Liners	CS			\$0.00
			Blk Max Liner 43X47 Ldpe Blk Ehd1.5Mil	Can Liners	CS			\$0.00
			Liner LD 36X58 3Mil 55GI Blk	Can Liners	CS			\$0.00
			Liner 33X39 33GI Repro Blk 1.5 Mil	Can Liners	CS			\$0.00
			Liner 24X33 12-16Gal HDPE Nat 8Mic	Can Liners	CS			\$0.00
			Liner 40x46 40-45gl ReproBlk1.5Mil	Can Liners	CS			\$0.00
			BlkMax Liner 36X58 Ldpe Blk 1Mil EhdFp	Can Liners	CS			\$0.00
			Liner 38" x 58" Blk 1.5 Mil	Can Liners	CS			\$0.00
			Liner 38" x 58" LLDPE Blk 1.3 Mil FP	Can Liners	CS			\$0.00
			BlkMax Liner 36X58 Ldpe Blk 2Mil EhdFp	Can Liners	CS			\$0.00
			Blk Max Liner 40x46 LLDPE Blk 2Mil FP	Can Liners	CS			\$0.00

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
			Liner 37x50 Clr 0.70 Mil	Can Liners	CS			\$0.00
			Clorox Disinfecting Wipes 8x7 Wht Lemon	Chemicals	CS			\$0.00
			Clorox Wet Wipe 7x8 Cloth WhtFrsh Disinf	Chemicals	CS			\$0.00
			Solsta210 Floor Cleaner 3L NonToxic Neut	Chemicals	CS			\$0.00
			NABC Concentrate DisinfCleaner 2 L #1 NA	Chemicals	CS			\$0.00
			Stride Floor Cleaner 2.5L Orng Ctrs Neut	Chemicals	CS			\$0.00
			Evogen DspnsrDual FeminineHygiene 25Cent	Chemicals	CS			\$0.00
			Solsta DisinfCleaner 3L QuatLmn #764Neut	Chemicals	CS			\$0.00
			Sctchgrd Floor Protector 1gl WtrBsdRslnt	Chemicals	CS			\$0.00
			iShine Floor Finish 5 gal Wht	Chemicals	PL			\$0.00
			GrnSlst330 OdorEliminator3L FrshMst	Chemicals	CS			\$0.00
			Glove Nitr GP PF Blk ProGrd XL	Gloves	CS			\$0.00
			Glove Nitr GP PF Blk ProGrd Lg	Gloves	CS			\$0.00
			Easy Trap Duster 8"x6"x125' 250Sht	Janitorial Supplies	CS			\$0.00
			Total 360 Electrostatic Sprayer	Janitorial Supplies	CS			\$0.00
			Carpet Extractor 18" 12gl Self-Contained	Janitorial Supplies	EA			\$0.00

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
			Versa HP Steam Machine 17gal	Janitorial Supplies	EA			\$0.00
			Cover Toilet Seat 1/2 Fold	Janitorial Supplies	CS			\$0.00
			Gojo Hand Soap 1250mL Grn Botanical Rfl	Skin Care	CS			\$0.00
			Gojo HandSoap 2000mL Antibac OrngBlsmRfl	Skin Care	CS			\$0.00
			Hand Soap 1250mL Pnk Cranberry Rfl	Skin Care	CS			\$0.00
			Grn Hand Soap 1200mL DyFragFrClnTch	Skin Care	CS			\$0.00
			Gojo LTX12 HandWash Foam Antibacterial	Skin Care	CS			\$0.00
			Gojo Hand Soap 1250mL Clr Rfl	Skin Care	CS			\$0.00
			Gojo Hand Soap 1200ml. BluPomegranateRfl	Skin Care	CS			\$0.00
			Clean Touch Hand Soap 1250mL DyeFragFr	Skin Care	CS			\$0.00
			Gojo Hand Soap 1250mL Ylw	Skin Care	CS			\$0.00
			Kleenex Hand Soap 1.0L Pnk Citrus Flrl	Skin Care	CS			\$0.00
			Facilipro Hand Soap 1.3 L Ylw Mild Foam	Skin Care	CS			\$0.00
			Hand Soap 2000mL Pnk Cranberry Rfl	Skin Care	CS			\$0.00
			Hand Soap 1250mL Clr Refill	Skin Care	CS			\$0.00
			Hand Soap Azure 1L Blu Mild	Skin Care	CS			\$0.00

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
			Gojo Hand Soap 1250mL Pnk Cranberry	Skin Care	CS			\$0.00
			Green Hand Soap 1200mL PomeberryRfl	Skin Care	CS			\$0.00
			Clean & Soft Roll Towel 900 ft Wht	Towel & Tissue	CS			\$0.00
			Acclaim Bath Tissue 1000' JumboJr PprWht	Towel & Tissue	CS			\$0.00
			Envision Towel 800' Paper Brn	Towel & Tissue	CS			\$0.00
			enMotion Towel Roll 700' 1Ply Wht Roll	Towel & Tissue	CS			\$0.00
			Tork Bath Tissue 3.6x1000' Ppr Wht 2-Ply	Towel & Tissue	CS			\$0.00
			Waxie Bath Tissue 500 Sheet Wht 2-Ply	Towel & Tissue	CS			\$0.00
			Scott Roll Towel 8"x800' Ppr Brn Hard Rl	Towel & Tissue	CS			\$0.00
			Tork Bath Tissue Paper Wht 500/rl	Towel & Tissue	CS			\$0.00
			Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS			\$0.00
			SofPull Roll Towel 7.87x1000' Ppr BrnEmb	Towel & Tissue	CS			\$0.00
			Scott Flded Twl 9.2x9.4 Ppr Wht MultiFld	Towel & Tissue	CS			\$0.00
			Scott Bath Tissue 4.1x4 Ppr Wht Std Roll	Towel & Tissue	CS			\$0.00
			Envision Bath Tissue 4.5x4.05 550Sht Wht	Towel & Tissue	CS			\$0.00
			Scott Bath Tissue 3.55"x1000' Ppr Wht 2P	Towel & Tissue	CS			\$0.00

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
			Tork Roll Towel 7-7/8" x 800' Ppr Nat	Towel & Tissue	CS			\$0.00
			Tork Universal Hand Towel 7.75" Nat	Towel & Tissue	CS			\$0.00
			SofPull Roll Towel 7.87" x 1000' Ppr Wht	Towel & Tissue	CS			\$0.00
			Tork Bath Tissue 2000' JumboRecycFbr Wht	Towel & Tissue	CS			\$0.00
			Scott Roll Towel 8" x 950' Paper Wht	Towel & Tissue	CS			\$0.00
			Scott Essential Roll Towel 8"x950'PprWht	Towel & Tissue	CS			\$0.00
			Scott Roll Towel Paper 8" x 1000' Wht	Towel & Tissue	CS			\$0.00
			Tissue Bath 1Ply Earth First	Towel & Tissue	CS			\$0.00
			Scott Roll Towel 7.5" x 1150' Gry Wht	Towel & Tissue	CS			\$0.00
			enMotion Roll Towel 10" x 800' Paper Brn	Towel & Tissue	CS			\$0.00
			Scott Bath Tissue 3.7" x 1150' Paper Wht	Towel & Tissue	CS			\$0.00
			PacificBlueUltra Rl Towel 7.8"x1150' Brn	Towel & Tissue	CS			\$0.00
			enMotion Roll Towel 10" x 800' Paper Wht	Towel & Tissue	CS			\$0.00
			Compact Bath Tissue 4" x 4.5" 2 Ply Crls	Towel & Tissue	CS			\$0.00
			Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS			\$0.00

TOTAL: \$0.00

ATTACHMENT C

HOUSING AND URBAN DEVELOPMENT (HUD)

5369-B

5369-C

5370-C Section 1

SECTION 3

5369-B

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalties and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposal before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contract official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

5369-C

Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(iv) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

5370-C1

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, 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 under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

SECTION 3 CLAUSE

SECTION 3 CLAUSE: Sec. 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

HUD Act of 1968, Section 3 Requirements, as revised June 30, 1994: The successful Contractor shall comply with the provisions of Section 3 as set forth in 24 CFR part 135 and all other applicable rules in the hiring of replacement and new personnel. Interested offerors shall complete and submit necessary forms from Section 3 Special Conditions with their offer. Contract amount will be the total labor, materials, overhead, change orders and other costs relative to the project. Total labor dollars shall mean 35% of the contract amount. A sliding scale to calculate the Section 3 obligation shall apply in determining the contractual obligation due. The general Section 3 requirements are shown as Section 3 Special Conditions in this Request for Qualifications. Contact Yvette Hurley at (520) 837-5314 with all questions regarding the Section 3 Clause and Section 3 Special Conditions.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSALS NO. 202329

JANITORIAL AND SANITATION SUPPLIES, EQUIPMENT, AND RELATED SERVICES

AMENDMENT NO. ONE (1)

DATE ISSUED: NOVEMBER 13, 2019

The referenced document has been modified as per the attached Amendment No. 1.

Please sign this Amendment where designated and return the executed copy with your submittal. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to **ANDREW KLOS**, Senior Contract Officer at (520) **837-6685** or Andrew.Klos@tucsonaz.gov.

REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-6685
ISSUE DATE: **OCTOBER 28, 2019**

RFQ NO.: **202329**
RFP AMENDMENT NO.: **1**
PAGE 2 of 3
DUE DATE: **FRIDAY, DECEMBER 6, 2019**
RESPONSIBLE CONTRACT OFFICER: **ANDREW KLOS**

JANITORIAL AND SANITATION SUPPLIES, EQUIPMENT, AND RELATED SERVICES

**A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SUBMITTAL.
THIS RFQ IS AMENDED AS FOLLOWS:**

ITEM 1: DUE DATE

Submittal Due Date Remains **Friday, December 6, 2019 at 2:00 PM Local AZ Time.**

ITEM 2: CORRECTION OF TERM AND RENEWAL

Paragraph 3 (Term and Renewal) of the Special Terms and Conditions shall be replaced in its entirety with the following:

- 3. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for one (1) additional two-year period or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

ITEM 3: QUESTION & ANSWER

The City has received the following question. The question, along with the City's response, is provided below:

Question One: If my firm will be taking exceptions to the Omnia National Agreement, are we precluded from being awarded this contract?

Answer: Taking exceptions to the Omnia Administrative agreement, which is part of the City's solicitation, does not preclude your firm from offering on the solicitation. However, the Administrative Agreement with Omnia Partners will be negotiated between Omnia and the selected supplier at the time of award. In accordance with Instructions to Offerors, Paragraph 10 (Exceptions to Contract Provisions):

"Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail."

REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-6685
ISSUE DATE: **OCTOBER 28, 2019**

RFQ NO.: **202329**
RFP AMENDMENT NO.: 1
PAGE 3 of 3
DUE DATE: **FRIDAY, DECEMBER 6, 2019**
RESPONSIBLE CONTRACT OFFICER: **ANDREW KLOS**

****END OF AMENDMENT****

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Company Name

Print Name and Title

Address

City State Zip

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 202329

PROPOSAL DUE DATE: DECEMBER 6, 2019, AT 2:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ
85701

MATERIAL OR SERVICE: JANITORIAL AND SANITATION
SUPPLIES, EQUIPMENT, AND RELATED
SERVICES

PRE-PROPOSAL CONFERENCE DATE: NOVEMBER 13, 2019

TIME: 10:00 AM Local Arizona Time

LOCATION: Room 113B, Building 1, Thomas O. Price
Service Center, 4004 S Park Ave,
Tucson, AZ 85726
Conference Bridge #: (832) 856-4663
Conference ID: 375588985

CONTRACT OFFICER: ANDREW KLOS, MBA
TELEPHONE NUMBER: (520) 837-6685
Andrew.Klos@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

ALERT***

All visitors to City Hall are now required to show picture identification when going through the security checkpoint in the main lobby. Visitors should plan accordingly.

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PUBLISH DATE: OCTOBER 28, 2019

INTRODUCTION

The City of Tucson (the "City") is requesting proposals from qualified and experienced firms to provide **JANITORIAL AND SANITATION SUPPLIES**. The City of Tucson requires a Contractor who provides a diverse and extensive supply of janitorial and sanitation supplies for delivery to various City locations in the Tucson metropolitan area and Participating Public Agencies, as well as a representative(s) to provide onsite product and service consultations, demonstrations, job/task cleaning direction and training.

The City seeks a Contractor that can provide a broad supply of products and services to ensure the support of daily maintenance operations. The Contractor will have a sophisticated infrastructure including strategically located, nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP).

NATIONAL CONTRACT

The City of Tucson as the Principal Procurement Agency, defined in Attachment A, 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. The City of Tucson 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 Purchasing Cooperative Agreement, a form of which is attached hereto on Attachment C, or as otherwise agreed to. Attachment A 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, OMNIA 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 Offerors OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor'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 Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive

solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately \$2 million over the full potential Master Agreement term for Janitorial and Sanitation Supplies, Equipment and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Janitorial and Sanitation Supplies, Equipment and Related Services purchased under the Master Agreement through OMNIA Partners is approximately \$110 million annual aggregate volume. This projection is based on the current annual volumes among the City of Tucson, 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.

SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the following minimum qualifications:

a. Have a strong national presence in the janitorial and sanitation supply industry.

NETWORK has had the privilege of working with The City of Tucson and OMNIA Partners for almost ten years, providing your jan-san requirements. Nationally we've grown sales to \$100M run rate, State of Arizona \$22M and The City of Tucson \$350K. This has been a team effort between The City of Tucson, NETWORK, and WAXIE organizations. Working together during business reviews and joint sales calls to agency members, we have alignment in place to continue enjoying this growth.

Network Services National Presence in the Jan-San Industry - Network Services Company was established in 1968 to provide products and related services to corporate account customers on behalf of our owner distributors. Today, NETWORK 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 \$16 billion in total annual sales, NETWORK manages national programs as one organization, consolidating the resources and strengths of more than 75 distributors. Operating over 400 distribution facilities throughout North America, Canada, Mexico and the U.S. Virgin Islands; NETWORK provides a broad product selection, having built strategic alliances with the industry's best in class manufacturers over the last 51 years. NETWORK's award winning technology platform and dedication to superior customer service to over 1,300,000 customer locations are only some of the advantages NETWORK offers to corporate account customers.

NETWORK, as an organization, focuses mainly on five specific business segments: The Public Sector, Commercial Real Estate/Building Services, Healthcare, Foodservice, and Industrial Packaging corporate accounts. 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.

NETWORK has national account clients under contract that cover a wide range of quality products and delivery specifications and is very proud of our consistent overall compliance across these discriminating customers. The capabilities developed by NETWORK in servicing multiple market segments with product solutions for more than 51 years gives NETWORK the scale and skill to service a customers such as The City of Tucson, related Participating Public Agencies (PPA's), and OMNIA. Our average our corporate account customers been serviced by NETWORK for over 15 years. The national scope and coverage, coupled with local market expertise is a business model that continues to provide a time tested service model for new and existing customers.

Multi-location customers realize the following benefits:

- Standardized regional/national pricing
- Local order placement
- Quality products from leading manufacturers
- Cost containment and negotiated price protection
- The ability to meet and standardize your unique product needs
- Market expertise – based on years of experience
- Local flexible service
- Local scheduled delivery
- One contact point for direct communication and problem solving
- Quarterly sales reports which allow you to control and monitor usage and cost

In summary, NETWORK's product and service offerings is constantly evolving and growing. Over the years we've learned about each of our business models, and the learning never stops. We hope to continue learning new ways to help speed the delivery of products, maximize efficiency, minimize errors and drive down costs.

WAXIE

Founded in 1945, WAXIE Sanitary Supply is a 74-year old, privately held, family-owned company with a proud history of honoring our customers, 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 are committed to delivering that passion to our customers.

WAXIE is among the largest distributors of sanitary supplies and equipment in the Western United States 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 no substitutions, and with exceptional customer service by a uniformed WAXIE team member in a clean, logoed WAXIE truck. We are here to listen to our customers and respond to their needs. Our average fill rate on orders is 98%.

b. Have a distribution model capable of delivering products nationwide.

NETWORK's National Distribution Model - NETWORK has over 400 distribution facilities throughout North America, totaling approximately 18 million square feet. We provide a broad product selection, having built strategic alliances with the industry's best in class manufacturers over the past 51 years.

Our programs focus on 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.

Supplying the City of Tucson/OMNIA contract requires distribution of supplies to many locations across a wide geographical area, a service which we have successfully provided during the current contractual period. NETWORK has the ability to deliver products and services to 95% of the United States' population freight free; on over 5000 of our distributor owned/leased vehicles, driven by NETWORK distributor employees. Freight may be charged for locations outside of NETWORK's delivery area, including facilities which may be out of CONAS.

To enhance our overall jan-san product offering, select distribution locations have the ability to offer lighting, paper shredding, and other services.

c. Have a demonstrated sales presence.

NETWORK's Sales Presence - NETWORK's corporate headquarters which serves as our administrative offices and central customer service center, is located in Schaumburg, IL. We currently have 175 employees, and continue to grow. Our eighteen (18) Corporate Account Directors and Segment Leaders are geographically located throughout the United States. In addition, there are over 3,700 outside salespeople employed by NETWORK distributors throughout North America. Locally, our distributors have over 12,000 customer service and support personnel at their locations available to service their local assigned location(s). You get all the benefits of national distribution with the personality of a locally supported program.

In addition, NETWORK distributor, WAXIE Sanitary Supply is one the largest family owned sanitary supply distribution companies in the United States. WAXIE has a 74 year history of providing superior jan-san products and services. WAXIE employs over 260 sales professionals to serve their customers. WAXIE has 23 locations including ten (10) Regional Inventory Centers servicing eleven (11) western states. Among these, San Diego based WAXIE has offices in Mesa and Tucson. WAXIE's proven track record includes serving over 4,200 public sector clients with more than 15,000 ship-to locations, including the City of Tucson.

d. Have the ability to meet the minimum requirements of the cooperative purchasing program detailed herein.

Yes. Please see our responses throughout this document response.

e. Have a full range of products, supplies, and services to meet the demands of the City and Participating Public Agencies.

NETWORK's product offering - Our programs focus on 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. Unique services are available in select locations which may offer lighting, paper and document shredding, etc. We suggest you engage your local NETWORK distributor rep for details and full offering.

2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

NETWORK will pick-up product deemed to be defective; on the next scheduled delivery day and either replace the item or issue a full credit; as designated by The City/OMNIA. All returns must be made within 90 days of delivery date and require prior NETWORK authorization.

3. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, Technical service bulletin, or other important notification affecting equipment or product purchased from this Contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the Contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

Product recalls are rare within our product category and would be dependent on manufacturer notification in the event there was a product recall for any reason. Upon such notification, NETWORK would inform our distributors, The City, and OMNIA Partners of any recalls for products in use, as well as the applicable return and replacement procedure.

4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

NETWORK has been aligned with all the leading manufacturers in the jan-san market for over 51 years. Forging long standing business relationships based on professionalism and respect; affording us a status as their #1 or #2 highest ranked customer in their respective product categories; over all distribution. See attached Proposal Response NETWORK Key Suppliers.

NETWORK has over 400 distribution facilities throughout North America, totaling approximately 18 million square feet. We provide a broad product selection, having built strategic alliances with the industry's best in class manufacturers over the last 51 years. NETWORK continues to add to our distribution footprint to better serve the needs of customers with a national footprint.

Our programs focus on 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. Product offerings are not limited to these categories, so we serve as a valuable partner in resourcing special order and non-core product needs.

Total current NETWORK corporate account sales volume is \$1.6 billion annually, providing The City of Tucson with sufficient capabilities to meet any required sales and service needs that agencies may have.

5. **DELIVERY:** For City of Tucson purchases, janitorial and sanitation supplies shall be delivered to various City of Tucson locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time, for warehouse locations and as agreed to for other non-warehouse locations.

Delivery to City of Tucson will be made next business day between 8:00 am and 3:00 pm for all orders received by 3pm the previous business day. WAXIE has a distribution center in Tucson, AZ at 355 S. Euclid Ave., Tucson, AZ 85719 open from 8:00 am to 5:00 pm Monday through Friday that is available for will call and emergency orders.

NETWORK distributors will work with OMNIA agency locations to schedule delivery times that work best for both parties within the schedule of Monday through Friday 8:00 a.m. to 3:00 p.m. NETWORK delivers freight free to 95% of the populated United States, on company owned and operated vehicles, as noted. Will call is available at many sites for any immediate needs locations may have. Please check with your distributor for complete details.

6. **CATALOGS:** Within 10 days after Contract award and after request from City staff,

Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a Participating Public Agency, Contractor shall provide, at no cost, these catalogs and price lists. Contractor shall also provide two accessible public websites, one for the City of Tucson and one for OMNIA Partners, which contain an interactive web catalog, price list and ordering system.

NETWORK will provide a product listing and Excel price list within 10 days. In addition to processing orders as we currently do, NETWORK will collaborate with The City and OMNIA in development of specific websites that will be accessible for both entities. NETWORK would request a 90 day implementation timeline to set up a national catalog and web-ordering system for use by all NETWORK distributors and OMNIA PPA's, should that be desired. NETWORK, The City, and OMNIA currently process orders for established sites so there would be no implementation delay for existing sites. New locations are added as needed.

WAXIE will comply with providing price lists and catalogs, both in hard copy and on a USB thumb drive, at no charge to the contract end users within 10 days.

B. PRODUCT REQUIREMENTS:

1. **PRODUCTS:** A complete and comprehensive line of quality made janitorial and sanitation supplies to support the daily maintenance and operation functions of the agency. The categories include but are not limited to the following;
 - a. **Dilution Control** - Dilution control chemicals and delivery systems ranging from hand-held to wall-mounted systems.
 - b. **Green Products** - Products and supplies that meet industry recognized certified green standards from independent third-party certifications like ecovadis, EcoLogo and Green Seal.
 - c. **Industrial Paper and Dispensers**- Includes sanitary paper towels, toilet tissue, wipers, and proprietary and universal product dispensers.
 - d. **Private Label** - Private branded products, supplies and equipment.
 - e. **Hard Floor Care** - Products and supplies to care for flooring including wood, stone, concrete and resilient flooring. Products include cleaners, strippers, finishes, sealers, restorers, sweeps, absorbents, mats, pads, doodlebugs, bonnets, brooms, brushes, handles, buckets, wringers, dust pans, mops and squeegees.
 - f. **Carpet Care** - Products and supplies such as pre-sprays, shampoo, spotters, cleaners, post treatments for carpet and upholstery.
 - g. **Restroom Care** - Products and supplies including cleaners, brushes, deodorants, proprietary and universal dispensers, sanitizers, disinfectants, skin care and feminine products.
 - h. **Waste Receptacles, Compactors and Liners** - Products and supplies for the collection and disposal of waste.
 - i. **Machines and Accessories** - Janitorial equipment such as auto scrubbers, floor machines, burnishers, extractors, vacuums, dryers, sweepers, steam cleaners and associated supplies and accessories.
 - j. **Institutional and Industrial Laundry and Kitchen** - Products and supplies specific to laundry and kitchen care, including disposable food service items.
 - k. **Industrial Tools & Supplies** - Tools, supplies and accessories to support cleaning activities including janitor carts, dusters, window cleaners, brushes, spray bottles, squeegees and gloves.

- l. **Packaging and Shipping** - Products and supplies specific to packing and shipping requirements including boxes, bubble wrap, tape, labels, etc.
- m. **Break Room and Food Disposable Supplies** - Including cups, plates, eating utensils, coffee supplies, etc.

NETWORK distributors have a full line of the above product categories to meet the needs of The City and various OMNIA PPA's.

- n. **Balance of line/Other Categories** - Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for janitorial and sanitation supplies and related material. 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 Page 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 City reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

NETWORK's full line product offering is outlined within. In addition to branded products, NETWORK distributors may, in many instances, be able to offer a private labeled item which would be of equal or greater value to OMNIA PPA's.

- 2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

Yes, NETWORK's core product offering is based upon products which NETWORK has negotiated with key manufacturers and are presently in production and available nationally. In the event a manufacturer discontinues an item, NETWORK would notify The City and all OMNIA PPA's of the products status, future replacement item, change in product information, and an update to the core product listing.

- 3. **PRICING:** Offerors are to provide a discount from a verifiable price index, provide a reduced net pricing schedule, a wholesale plus negotiated fixed margin, a hybrid or other supplier specific pricing. Contractor must fully describe and disclose details of proposed pricing method including audit verification method. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

NETWORK and WAXIE will continue using a fixed price model based on a combination of the manufacturer and WAXIE's published list price for City of Tucson. Discounts off published list price are shown, where available, however, in many cases a manufacturer list price is not available. Quoted prices and subsequent price changes are based on a fixed cost and supported with letters from the manufacturer in cases of increase or decrease. Pricing would not exceed that shown on the published price list for any given time period. NETWORK negotiates directly with manufacturers on behalf of The City of Tucson and OMNIA.

NETWORK and WAXIE propose the following Large Volume discount off invoice for City of Tucson and OMNIA: For orders of \$2,500 and above, NETWORK and WAXIE will provide 5% off invoice. **Please note** that Large Volume discount does not apply to items where pricing has been deviated from the Not to Exceed annual fixed price.

Special Offers/Promotions:

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 Public 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.

Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

NETWORK works with key manufacturers on various programs which will offer cost savings based on 'special buys', promotional goods, quantity price breaks, etc. These incentives are mutually agreed upon between NETWORK, the manufacturer, and The City/OMNIA to engage agencies in increased location sales and new location penetration.

C. SERVICE REQUIREMENTS:

1. **SERVICES:** The City is interested in evaluating the following categories of value-add services for inclusion in this Contract. The categories include but are not limited to the following.
 - a. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales, services and product offerings. The program should focus on increasing opportunities for small local businesses for the City of Tucson as well as for any other agency using this contract. At a minimum, it should establish how business will be directed to small local businesses, establish any unique product or service offerings and develop small businesses as second-tier suppliers.

WAXIE will reach out to small manufacturing businesses within Tucson to provide them with the opportunity to sell products in correlation with the City of Tucson/OMNIA contract. One example of a small Tucson business that WAXIE currently does business with is Ecoblue. WAXIE is able to capture small business sales and report them to The City using WAXIE's online reporting program.

NETWORK itself does not hold special diversity status, however, many NETWORK distributors have special diversity status, including Small Business, Woman-Owned, and Veteran Owned. Please see the listing attached, Proposal Response NETWORK – Special Business Status Summary, for NETWORK distributors and their applicable diversity position by state/region.

b. Consulting Services: Examples include inventory solutions, emergency preparedness programs, sustainability program, eCommerce and safety services.

WAXIE provides several consultative services, including but not limited to inventory solutions, emergency preparedness programs, sustainability programs and LEED Consulting, eCommerce solutions, and Safety services.

i. Inventory Solutions/Vendor Managed Inventory –

WAXIE's Vendor Managed Inventory (VMI) program provides easy ordering for managed inventory. WAXIE VMI uses a smart device app to collect and transmit your inventory order. VMI is available for iOS, Android and Windows 8 tablet devices.

VMI uses QR Codes to quickly identify the closet where inventory is required. Par levels are established for each product in the closet for quick and easy ordering. Simply enter the quantity on-hand into the VMI app, and the app will calculate the quantity needed to replenish to the Par level. Users will have access to only the closets where they are responsible for the inventory. The order is then transmitted directly to WAXIE unless an approval is needed. If an approval is needed, the approver is notified of the order and the order will be held pending approval. Orders can also be sent to the customer's procurement system for processing prior to submitting the order to WAXIE. Additional features available include offline inventory collection for future order submission when the internet is not available, view all available closets and their order history, year-to-date (YTD) Inventory Graph, YTD Order Graph, the monthly number of inventories performed and the number of monthly orders submitted. Please see Exhibit A 3.2A – WAXIE VMI Brochure.

ii. Emergency Preparedness –

WAXIE has a comprehensive internal and emergency preparedness plan. All of our inventory centers are linked via a redundant operating system with WAXIE's main computer system in San Diego and a mirrored back up system in Mesa, AZ. In the event of an interruption in San Diego, WAXIE's Mesa facility immediately begins operating all functions ensuring an uninterrupted running of operations. In the event any one of WAXIE's Inventory Centers is affected the other inventory centers can provide service with little or no interruption.

WAXIE routinely holds additional stock in Inventory Centers in Tucson and Mesa that would be available to support the City of Tucson in the event of an emergency. Those items include, hand sanitizer, batteries, personal protective equipment (gloves, masks, face shields etc.)

iii. LEED Consulting and Green Partner Support

NETWORK is a member of the U.S. Green Building Council and actively involved at the chapter level – as are many of the NETWORK Distributors. We have a LEED® Accredited Professional on staff that monitors sustainability trends and is closely aligned with our supplier community to stay abreast of their individual sustainability initiatives. As a strong advocate for corporate and social responsibility, NETWORK will help The City and OMNIA achieve their sustainability goals as well. We offer a full line of environmentally-preferred products; and a proprietary program, NetGreen, designed to assess a customer's current situation and then align the processes, products, suppliers and monitoring tools necessary to achieve the customer's sustainability, sanitation and wellness goals.

WAXIE is proud to employ 8 LEED Accredited Professionals and 38 CIMS Certified Professionals on staff that are able to assist City of Tucson and any contract end user with the gathering of information to support their LEED project. WAXIE has participated in support of customer LEED projects for the past 16 years and looks forward to opportunities to work with contract customers to achieve their green building goals. WAXIE has two LEED Certified Silver Level buildings one in Mesa, AZ, and one in Salt Lake City, UT.

WAXIE has developed WAXIE GPS® Green Partner Support™ to assist green-committed end-user customers implement more effective green cleaning programs. WAXIE GPS® is a collaboration and partnership between WAXIE and its respective customer and manufacturer partners. It is a comprehensive approach which addresses everything City of Tucson and other PPAs will need to implement an effective green cleaning program.. The WAXIE GPS® Suite of Tools offers a proven format to identify your “Green Cleaning Team”, establish a baseline of your current cleaning processes, identify recommendations for improvement, deliver and track training for your cleaning staff, assess the cleaning effectiveness of your custodial operations, and calculate your green spend percentage. The WAXIE GPS® Suite of Tools has everything you need to develop a customized green cleaning policy and implement a high performance cleaning program. Please see Proposal Response WAXIE’s GPS Brochure. Also, visit <http://info.waxie.com/green/waxie-gps> to see all the tools available. Finally, please see WAXIE’s Exhibit A 3.1F Commitment to Sustainability.

iv. E-Commerce Solutions

WAXIE will offer the City of Tucson the ability to fully automate all aspects of the order process through WAXIE eCommerce solutions. Online ordering through WAXIE’s Web at Work system allows customers access to real-time order status, usage information, shopping lists, product availability, and online SDS. EDI and CXML “punch out” integration, Electronic Invoicing and ACH Payment are also available. Combining these capabilities can provide the City of Tucson with a complete E-Commerce solution configured in a variety of ways to meet the City’s needs and capabilities.

v. Safety Services –

WAXIE offers a variety of safety training and support for its customers. Bloodborne Pathogens, Hazardous Communication, Custodial Safety and Personal Protective Equipment, Infection Prevention and Control, and Global Harmonization are examples of safety training programs that WAXIE can offer. An example of an Infectious Control program WAXIE offered was a presentation given in both Mesa and Tucson by Dr. Charles Gerba of the University of Arizona, where he spoke about germs and how to maintain a healthy work environment.

Nationally, additional value added services include:

Lighting

Document Shredding

Woman Owned, Small Business, and Veteran Owned Distribution Centers

Disaster Recovery and Emergency Preparedness

During local or national crisis situations, NETWORK has the ability to relocate inventory based upon need

c. Training & Education: The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support.

The following educational training would be available to the City of Tucson: WAXIE offers several training options to meet our City of Tucson contract customer’s needs.

i. **On-line Training:** WAXIE online training currently consists of training modules on restroom care, carpet care, and hard floor care procedures. It can be accessed 24-7. Special attention is given to safety procedures and personal protective equipment.

The courses are interactive and provide, voiceover, video, pictures, interactive exercises and text and are offered in both English and Spanish. Please see Proposal Response WAXIE's Online Training Brochure.

The modules are delivered to specific individuals through our Learning Management System, so that the user's progress within a course may be tracked; quiz scores recorded, and certificates of completion provided.

Courses may be taken many times, allowing for review and reinforcement. The online courses are offered by WAXIE at no charge to our valued customers.

Collateral Materials: To compliment the online courses, WAXIE sells Job Cards for on-the-job training, at a minimal fee. The Job Cards are easy to use, compact, waterproof paper, spiral bound, and they recap the cleaning procedures described in the online modules. WAXIE's Marketing Department is also capable of providing custom wall charts for your chemicals to ensure proper dilution and application of the products. If printed In-house, there is no fee.

ii. **Onsite Training:** WAXIE trained professionals offer onsite training as requested. Depending upon the subject matter WAXIE Sales Consultants may conduct a training seminar at your location or at one of WAXIE's dedicated training rooms at their facilities.

WAXIE has Chemical Specialists who are also available to train end users on chemical applications and cleaning procedures as well as Equipment Specialists who are prepared to do in-services on equipment at your location. If the trainer is not bilingual for Spanish speakers, we can provide someone on staff to translate. All of these WAXIE training options are offered at no charge.

iii. **Customer Seminars:** WAXIE local branches offer periodic seminars at no fee to all of our City of Tucson/OMNIA customers offering a myriad of subjects, health and safety, cost savings, innovation, sustainability, products and procedures, work-loading, etc. City of Tucson employees have attended many of these seminars over the years.

iv. **Manufacturer Training:** WAXIE is aligned with a host of manufacturers who understand the need to train users and readily offer their manufacturer reps to assist our customers. Manufacturer training programs include product demonstrations, cleaning methodology, industry topics and sustainability topics.

To keep customers current and relevant in the latest products, industry concerns, engage market experts, and answer any questions end use facilities may have, NETWORK University offers scheduled webinars. Such examples include Right-Sizing can liners, preventative measures to avoid the spread of germs during cold and flu season through the proper use and placement of hand sanitizers and hand wash.

NETWORK's 3,700 DSR's which are jan-san market experts share and educate PPA's with product needs and uses.

NETWORK is viewed as market influencers by key suppliers such as GP, KC, GOJO, etc. to introduce new product innovations into the jan-san market.

- d. Software Punch Out:** The capability of your electronic ordering system to interface with an agency's inventory software system.

WAXIE can provide punch out integration to interface with agencies requiring a punch out catalog.

In addition, NETWORK has the ability to interface with agencies requiring a punch out catalog. There could be additional charges from the resulting programming work. We would suggest a meeting between our IT teams to fully understand program requirements.

- e. Green/Sustainability Program:**

- i. Policies:** Efforts and policies pertaining to green and sustainability.

WAXIE Sustainability Policies:

Environmentally Preferable Purchasing Policy/Commitment to Sustainability

WAXIE is committed to being a leader to promote responsible business practices that support sustainable communities which are secure, economically prosperous, environmentally responsible and healthy places in which to live and work. As evidence of WAXIE's commitment to sustainability, WAXIE is proud to employ 8 LEED Accredited Professionals and 38 CIMS Certified Professionals on staff that are able to assist City of Tucson and any contract end user with the gathering of information to support their LEED project. WAXIE has participated in support of customer LEED projects for the past 16 years and looks forward to opportunities to work with contract customers to achieve their green building goals. WAXIE has two LEED Certified Silver Level buildings one in Mesa, AZ, and one in Salt Lake City, UT.

WAXIE shares the goal of establishing partnerships to advance education, communication, business best practices, policies, research, technologies and programs to support a more sustainable region for all generations.

WAXIE is committed to adopting more sustainable business practices for The City and OMNIA and to partnering with their stakeholders to identify and implement the most effective facility maintenance solutions to protect and enhance the triple bottom line of human health, environmental stewardship, and economic prosperity.

WAXIE's goal for their Environmentally Preferable Purchasing Policy is to ensure that products and services purchased or contracted for by the company will conform with the goals of Commitment to Sustainability, Corporate Mission and Vision Statements. WAXIE will strive, where possible, to purchase environmentally preferable products and services that will help the agencies meet their needs of the present without compromising their needs of the future.

Where possible, purchasing decisions shall favor:

- Products that reduce waste
- Reusable products
- Products that are recyclable or compostable
- Products that contain the highest possible percentage of postconsumer recycled content
- Products that reduce the use of chemicals that are hazardous to the environment and employee and public health
- Products that reduce air and water pollution
- Products that reduce greenhouse gas emissions or are made with renewable energy
- Products that serve several functions and reduce the overall number of products purchased
- Suppliers who strive to improve their environmental performance and provide environmentally preferable products, and who can document the supply-chain impacts of their efforts

Environmentally preferable products and services which are determined to be comparable to their “traditional” counterparts in quality and price shall receive purchasing preference. In situations where a more environmentally preferable product or service is unavailable or impractical, secondary considerations shall include the environmental management practices of suppliers and producers, as well as the relative proximity of the manufacturing facility to WAXIE Inventory Centers. As an example, WAXIE consulted with Sky Harbor Airport in purchasing their paper products from a paper manufacturing facility in Flagstaff, AZ, therefore decreasing their carbon footprint as well as receiving accolades for supporting business in Arizona.

The purchase of environmentally preferable products is part of WAXIE’s long-term commitment to sustainability. By communicating this commitment to our vendor and customer partners, WAXIE hopes to support wider adoption of environmentally preferable products and practices.

WAXIE’s Environmentally Preferable Purchasing Policy is rooted in the company’s overall mission and vision statement.

ii. Products: Impact on product offerings.

WAXIE has over 1100 products in our stock offering that are third party verified, meet EPA requirements for PCRC, contain recycled material content, or meet other strict environmental criteria like those for the Southern California Air Resources Board.

WAXIE has dozens of branded products that are Green Seal Certified, UL/ECOLOGO certified, SCS, BPA, FSC, and other environmental certifications. These widely recognized organizations provide customers the assurance that our Green products have been thoroughly tested and rated by trustworthy third parties.

WAXIE is the leader in the sanitary supply distribution industry and is heavily invested in an overall commitment to the environment while providing the largest number of Green Seal certified products available anywhere. WAXIE has the strongest and broadest environmentally friendly and third party certified green product offering available. WAXIE also brings the most knowledgeable and well trained consulting capacity of any facility supply company.

WAXIE has developed the “WAXIE-GREEN” line of products which include cleaning chemicals, sanitary paper, trash liners, and hand soaps. WAXIE provides a compelling combination of product innovation, performance, price and a more environmentally preferable profile. WAXIE Sanitary Supply distributes over 4,600 stocked products, and close to 20% of those products can be identified as either being third-party certified or having an environmentally preferable attribute. Many of these products contain post-consumer recycled content meeting EPA guidelines, contribute to water conservation (water-free urinals), or help to divert waste from landfills (recycling containers).

WAXIE continually evaluates its product mix and has proactively converted products to a more environmentally preferable alternative while simultaneously phasing out the more “traditional” incumbent products.

WAXIE’s goal is to provide WAXIE customers with product options which can contribute to an effective green cleaning program and do not compromise on performance, health and safety, environmental impact or price. Historically WAXIE has achieved overall green spend on public sector GPO contracts in excess of 40% through focused sales efforts and incentives for customers to purchase green products.

WAXIE has achieved green spend in excess of 80% at several customers that have focused their environmental services departments toward a complete green strategy.

iii. Distribution: Impact on distribution process.

NETWORK is committed to a proactive approach in balancing today's economic realities with the responsibility of implementing sustainable business processes. We continually work to reduce our own ecological footprint as an organization, including the use of local fleets with dynamic routing for reduced carbon emissions, local sourcing, recycling and energy conservation programs, e-business transactions and the use of Energy Star appliances.

WAXIE's fleet of delivery vehicles and drivers are professionally logoed and are managed through a sophisticated Route Optimization Suite that enables WAXIE to monitor the delivery process from door to door using both GPS and a Driver Mobility Application. Our route optimization software minimizes WAXIE's carbon footprint by significantly reducing travel time from the last stop to the next stop. Overall, less fuel is burned by optimizing the travel path and the time our trucks are on the road.

WAXIE also employs three CNG powered trucks in California and has been able to avoid the use of over 25,000 gallons of gasoline or diesel during the 2018 year. WAXIE will be expanding the natural gas fleet as commercial filling stations become more available. The CNG trucks produce a tiny fraction of the pollution that gas and diesel engines produce. The CNG trucks offer fuel cost savings as well as being 100% zero emissions.

iv. Certifications: The industry recognized certifications and standards obtained and those represented through its catalog of products.

WAXIE has hundreds of branded products that are Green Seal Certified, UL/ECOLOGO certified, SCS, BPA, FSC, and other environmental certifications. These widely recognized organizations provide customers the assurance that WAXIE Green products have been thoroughly tested and rated by trustworthy third parties.

WAXIE has been able to drive sales of certified green products and those that meet Environmental Protection Agency requirements. Past performance shows WAXIE at 47.25% green on the City of Tucson contract, a higher percentage of overall green spend than in prior years. Please see Proposal Response Green Solution Brochure and Proposal Response Sustainability brochures.

f. Repair Services: The ability to provide repair services of janitorial equipment through authorized manufacturer's facilities or other avenues.

NETWORK Distributors will provide repair services through authorized manufacturer's facilities or through our locally assigned Distributors. Where applicable, we will utilize WAXIE Sanitary Supply's published applicable labor rates.

Janitorial Equipment Repair and Preventive Maintenance services will be offered to City of Tucson only at a 10% discount off of WAXIE Sanitary Supply's published applicable labor rates.

i. Repair Services - WAXIE offers repair of customer equipment at all nine of WAXIE's major inventory centers including Tucson. Repair services include pickup and delivery of equipment during normal delivery operations free of charge.

Repair estimates will be provided to the customer within 2 business days of receipt of machine. Machines are repaired within three business days of the receipt of valid purchase authorization and availability of parts.

Customers may choose to authorize a limited dollar amount for a repair and will be advised if the repairs are going to exceed their authorized amount. All parts for repair are offered at a 10% discount from current list price. All labor for repairs are offered at a 10% discount from list price.

Provision of loaner equipment will be made on an as available basis for repairs when a significant down time is required. All deliveries of loaner equipment must be in conjunction with the customer's normal deliveries. A will call option for loaner equipment is available.

ii. **Onsite Mobile Repairs** - Customers may choose to have repairs done onsite by WAXIE mobile technicians. Onsite repairs will incur a portal to portal charge. All onsite labor and repair parts are discounted 10% from current list price. WAXIE Mobile Repair Service is available during normal business hours Monday to Friday 8am to 5pm local time. WAXIE mobile technicians can repair many common problems at the customer's facility or diagnose problems and if feasible bring equipment into WAXIE's facility for repair. Onsite Mobile Repair services are available to all City of Tucson/OMNIA contract end users.

iii. **Scheduled Maintenance** – WAXIE offers scheduled maintenance programs for all cleaning equipment. The scheduled maintenance programs can be customized to suit each facilities needs based on their equipment utilization. Please see Proposal Response Service Centers and Scheduled Maintenance Programs Brochure.

g. Customer Support Services: The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

Return/Replacement/Restocking Policy: NETWORK will pick-up any defective/erroneously shipped product and replace or issue full credit. NETWORK's return policy states stocked products may be returned within 90 days of delivery. Network has a 15% restocking fee for items returned to the NETWORK distributor due to **customer error only**. If the restocking action 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 to expiration date of the product. Non-standard or special products will be addressed on a case-by-case basis. All returns require prior NETWORK authorization.

Hours of Operation/After-hours service: NETWORK's hours of operation are 7:00am to 6:00pm CST, however, emergency and after hours contact information will be provided.

Backorders/Stock-Out Emergencies: NETWORK currently provides a minimum fill rate percentage of 98.5%. The local NETWORK distributor will meet with their assigned location(s) to discuss product to be stocked, monthly usage by location and order frequency thus enabling NETWORK distributors to maintain appropriate levels of stocked products. If a stock-out does occur, the local NETWORK Distributor will contact the location and offer a substitute of same price and equal quality or the location will be offered the opportunity to reorder. Substitutions will not be shipped without prior written acceptance by The City of Tucson/OMNIA. Open orders/backorders can be traced by contacting your NETWORK distributor Customer Service.

Technical Feedback: NETWORK agrees to provide technical support to City of Tucson and Participating Public Agencies dependent upon your requirements.

For City of Tucson:

Replacements - WAXIE will never replace or substitute an item without the customers express consent. In the event an item is unavailable WAXIE will replace it with an item of superior quality at the original items price.

Returns - WAXIE has the following return policy for all sales transacted:

- WAXIE accepts regularly stocked merchandise in its original packaging, in re-saleable condition, for return and credit for most transactions within sixty (60) days of purchase. After sixty (60) days a 10% restocking fee and return freight may be charged. Regularly stocked chemicals that are unopened, re-saleable, and returned within 180 days will receive a full credit. Chemicals cannot be returned after 181 days. Certain chemicals, e.g. bleach, may be returned within ninety (90) days; after ninety-one (91) days the request for return will be denied.
- Non-stock items may be returned within sixty (60) days of purchase, if in their original packaging, in re-saleable condition, and vendor is willing to take them back. Restocking fee plus actual freight charges will be incurred.
- Products shipped in error will be accepted for return within ten (10) days, if they are in their original packaging and in re-saleable condition. Products shipped in error should not be accepted by the customer.
- Custom order items that are altered specifically for a customer are not returnable. Products of this type, particularly logoed items, are not shipped without the written approval of the customer.

Parts Return Policy:

- Parts returned no more than 30 days from date of purchase are subject to a minimum of 25% restocking fee based upon the sell price of the product. Restocking fees may be higher if the vendor charges WAXIE a different amount. Customer may be required to pay freight on a returned item if required by the vendor.
- Equipment parts may be returned within thirty (30) days from the date of invoice, if they are in re-sellable condition. Returned parts are subject to a 25% restocking fee and any applicable freight to return back to the manufacturer. Parts older than thirty-one (31) days from date of invoice are not eligible for return.

Restocking Charges:

- Returns on commonly stocked items that are accepted as resalable will incur no restocking fee.
- Equipment Repair Parts minimum 25%
- Non-stocked items will be subject to restocking fees and freight charges.
- Custom ordered items are not returnable.

After Hours Service

WAXIE will accommodate requests for afterhours delivery based on each customer's situation on a case by case basis.

- Training and demonstration may be conducted off hours to meet the unique needs and demands of various City of Tucson/OMNIA customers.
- In the unlikely event of an emergency, Bill Shafer, WAXIE Tucson Sales Manager, can be reached 24 hours a day at (520) 591-0251.

After Sales Support – WAXIE is committed to supporting every customer after the sale. Every WAXIE customer has a dedicated customer service team comprised of a Customer Service Manager and Customer Service Representative that are available Monday to Friday 8am to 5pm. Outside support is available through WAXIE's Chemical and Machine Specialists to provide onsite training, education, and ongoing support, along with your Account Consultant.

Out of Stock – Customers will be notified promptly of any ordered products that are out of stock. The customer can choose an alternate product to order, wait for the out of stock item to be filled, or choose to cancel the line item from their order. WAXIE currently supports their customers with a 98% fill rate and therefore out of stock situations will be minimal.

Order Tracing – WAXIE will deliver 98% of all orders next day. Tracing orders can be done through WAXIE's online ordering system or by contacting customer service directly.

Technical Feedback- Customers can receive technical feedback on products and equipment by contacting their Sanitary Maintenance Consultant, the manufacturer's representative, WAXIE's Machine and Chemical Specialists, or Customer Service.

Q and A for Orders – WAXIE customer service representatives can answer questions on tracking, content, additions to and deletions from existing orders and many other questions. Outside representatives are also available during normal business hours as well as during off hours.

Drop Shipments – Shipments that meet the manufacturer's requirements for drop shipment can be sent directly from the manufacturer to the customer. Discounts for drop shipments can be negotiated with manufacturer and passed through to the customer.

- h. Sourcing: Capability of sourcing products**
 - i. from non-catalog suppliers and**
 - ii. from line card extensions of catalog suppliers.**

NETWORK Distributors are aligned with preferred key suppliers, however, if no equivalent alternate is available for a core item; the NETWORK distributor will explore reasonable alternate sourcing options.

WAXIE's capability to source non-catalog supplies is met through local divisional buyers who source products from over 150 manufacturers to meet unique individual customer needs.

WAXIE has additional source of supply contracts that allow us to access over 5000 vendors supplying everything from food service disposable products to maintenance repair and operational supply products. These combined sources of supply allow WAXIE customers access to over 10,000 stocked janitorial supply products, over 100,000 equipment repair parts, and over 100,000 maintenance repair and operating supply products.

NETWORK's Global Procurement Team is tasked with researching, sourcing, and importing items which may meet the needs of select customers requiring unique products. Please discuss availability with your local NETWORK distributor to explore options.

- i. Other Services/Programs: Other value-add services not included in above categories, such as installation of chemical and paper product dispensing units.**

NETWORK has a strong customer centric focus that allows us to customize specific programs for our strategic customers. NETWORK would work with OMNIA in three specific areas initially to provide incremental unique value for OMNIA participating agencies:

Environmental Effectiveness Audits – NETWORK would provide a baseline assessment for participating OMNIA locations to determine current sustainability and green awareness and where NETWORK could help the agency make improvements. NETWORK distributors would also help develop a carbon footprint analysis based on improved service models.

NETWORK has a significant presence in a number of other product categories specifically Printing/Communications Paper, Industrial Packaging, Safety/Personal Protection, and Food Service Disposables.

NETWORK distributors would offer these other core competent product categories to OMNIA PPA's as additional value added solutions thereby allowing the agency to centralize more spend and reduce deliveries and the resulting carbon footprint. NETWORK distributor's expansive capabilities make us a complete supplier for OMNIA PPA's. Centralizing spend and supporting limited suppliers with more diverse capabilities like NETWORK is the best value for OMNIA PPA's.

NETWORK distributors have over 400 warehouse locations and 5,000 owned and operated delivery vehicles. This large logistic and warehouse footprint enables NETWORK to develop customized logistic solutions for OMNIA PPA's that encompasses the janitorial category but could be expanded to non-related products utilized by the OMNIA PPA's. This logistic capability combined with NETWORK focus on customer centric solutions means that we will look to collaborate with OMNIA PPA's to deliver unique programs.

NETWORK provides OMNIA with a quarterly business review and The City with an annual business review; outlining the impact we've made through joint efforts with our NETWORK distributors, OMNIA and their agencies, NETWORK key preferred manufacturers, and our Marketing team. Detailed support documentation of sales, SKU rationalization efforts, marketing programs, training sessions, account penetration and other successes/challenges are presented and discussed. This is a testament to our on-going support, continuous improvement efforts and dedication to our OMNIA program.

Benefits of doing business with WAXIE for the City of Tucson

WAXIE Tucson has a local distribution center that provides local inventory, emergency/disaster relief inventory on hand for the City of Tucson. As well as a local Tucson showroom with product displays, local face to face product consulting and local customer service.

WAXIE's Tucson location has a walk-in, will call storefront available to all departments within the City of Tucson to utilize. We are able to fulfill last minute needs through the storefront and the City of Tucson utilizes this frequently. In the last 90 days, the City of Tucson has averaged 21 will calls per month, averaging more than once per business day, at our facility.

WAXIE Tucson has its own delivery vehicles that allow for customized delivery requirements and same day delivery for emergency situations.

Local monthly seminars and training that are regularly attended by City of Tucson employees. City of Tucson frequently takes advantage of these seminars. They are free to customers and include the following in a year:

- i. Restroom
- ii. Hard floor
- iii. Soft Floor
- iv. Industrial show
- v. Innovation/Green Cleaning

Training: The WAXIE Account Consultant is onsite monthly to discuss needs of largest City of Tucson customers. He frequently will bring vendors with him to do onsite training for floor care, etc. This gives the City of Tucson exposure to subject matter experts at no additional cost.

WAXIE Tucson based equipment service technician and service center. This local solution has proven to be very convenient for the City of Tucson customers.

On-site demos for new machines and on-site training on how to use the machines after purchase.

WAXIE Tucson based sales and operational team that can support the City of Tucson on a consistent basis.

Other WAXIE Value Added Services

Local Installation and Dispenser Support

WAXIE employs a dedicated installer that City of Tucson contract end users can utilize for installation of chemical and paper dispensers. Installation support is also available through many of WAXIE's manufacturer partners. From 2016 through 2019 YTD, WAXIE was able to save The City of Tucson over \$30,000.00 in the cost of their dispenser installations vs. traditional installation costs.

Waste Minimization

WAXIE is committed to adopting more sustainable business practices for The City of Tucson/OMNIA and its agencies, and to partnering with its stakeholders to identify and implement the most effective facility maintenance solutions to protect and enhance the triple bottom line of human health, environmental stewardship and economic prosperity.

WAXIE is best positioned to assist City of Tucson with its zero waste product packaging which is made from recycled materials and is itself recyclable, containers & systems with associated messaging which will assist the City with its landfill diversion efforts (through either recycling or composting), and access to metrics where available to help measure effectiveness of waste diversion efforts.

One example is the WAXIE Solution Station Dilution Control System – concentrated product which contributes to waste minimization through source reduction (generating less packaging waste in the first place), packaged in recycled content corrugated which is itself recyclable, and further packaged in plastic containers which are recyclable. Another example is the Big Belly Solar Intelligent Waste & Recycling Collection System – solar panels power compaction in place which removes 4 out of every 5 collection trips (streamlining operations resulting in reduced collection trips and associated greenhouse gas emissions), and collection metrics are visible in real-time via any web-enabled device (allowing online visibility to track its waste diversion efforts and recyclables and compostable collections).

WAXIE can assist City of Tucson with its reduced potable water consumption goals by offering water efficient accessories for restrooms and water conserving cleaning equipment and tools. One example includes flow control valves and auto faucets for sinks, flush valves for urinals and commodes and zero water urinals all of which reduce and/or regulate the amount of water used by restroom visitors. Another example is the Rubbermaid Hygen Mopping System which re-circulates and cleans the dirty water in the bucket, allowing custodial staff to mop with clean water without having to go back to the janitor sink to fill up the bucket with more water – in addition, cleaning results are improved because the system helps prevent dirty water from being spread from the mop bucket back on to the floor.

Green Packaging - WAXIE

There is an increasing interest in using less material and optimizing the use of recycled content in packaging as more and more organizations like the City of Tucson look for green cleaning supplies to use in a low environmental impact cleaning program. Items to consider include overall source reduction, recycled content in corrugated boxes, recycled plastic in product containers, and the ability to recycle all of these materials once they have been used.

Some specific examples of how WAXIE mitigates the impact of waste packaging for its clients include the following:

WAXIE private labeled cleaning chemicals are packaged in corrugated boxes which are made from 100% post-consumer recycled content

Plastic containers are 100% recyclable.

In accordance with SB 235, plastic containers containing WAXIE privately labeled chemicals have had their gram weight reduced 10% (from 120 grams to 108 grams).

Chemical dilution control systems offered by WAXIE, which assist in converting from ready-to-use products to concentrated dilution control systems save on packaging, transportation and disposal costs.

Coreless bath tissue has eliminated the cardboard core and paper wrapper from each roll of toilet tissue – the result is a 33%-55% reduction in packaging materials, depending on the product SKU.

Roll paper hand towels represent a significant source reduction opportunity when compared to folded hand towels – typically resulting in up to 35% reduction in paper product usage.

Quarterly Business Reviews

WAXIE will hold quarterly meetings with appropriate City of Tucson departments and purchasing to discuss KPIs and areas for improvement. WAXIE's proactive approach to contract compliance/measurement reduces much of the customer burden of contract management. WAXIE dashboards and scorecards follow metrics agreed upon by City of Tucson management to ensure financial success. These include sales for the period; order size; diversity sales; core vs. non-core spend; service level; fill rate and green spend. Reports can be automated and delivered on a scheduled basis and can be available online 24/7. Dashboards are a tool for measurement and can be customized for the City of Tucson. They can be reported by location, by region, department or globally and can be product specific, by product line or for the entire catalog. WAXIE online metrics dashboard allow the City of Tucson procurement team to download an excel file with every line item transacted on contract for the prior two years giving the City of Tucson a continuous audit capability for pricing integrity.

Customized Programs

WAXIE offers several customized programs to meet our customers current and future needs. These programs include Spend Management, Work Loading, and Deliver Clean Savings.

Spend Management Program

This program contains multiple elements that will benefit the City of Tucson and its employees. Examples of Spend Management programs that WAXIE can support include but are not limited to the following: Scheduled Deliveries, Par Level Management, Rental and Leasing Programs, Product Mix and Optimization, and Order Consolidation.

Work Loading

WAXIE utilizes a work loading software program to drive cost savings by reducing labor and implementing best practices. Work loading allows the customer to maximize productivity while reducing labor, which is the highest cost of cleaning. Please see Proposal Response WAXIEapps Consultative Software Tools brochure.

Deliver Clean Savings

WAXIE's Deliver Clean Savings Program will provide the City of Tucson with both a planning and reporting tool on the savings available and savings realized with a properly managed supply chain. The program involves a holistic, extensive survey of facility cleaning efficacy and efficiency. Logistics, processes, procedures, and products are assessed, and recommendations are formulated to optimize results and reduce costs. A collaborative strategic plan is formulated to implement goals and a path for long term continuous improvement.

This program allows the City of Tucson to focus on reducing inventory receiving and carrying costs at each step in the supply chain. WAXIE has been able to show reductions in overall supply chain costs in excess of 12% for college campuses, Cities, Counties, acute care hospitals and K-12 systems.

DCS® was created and refined to find inefficiencies in the supply chain and target those areas for potential savings. Please see Proposal Response WAXIE Deliver Clean Savings Brochure and WAXIE DCS® Sample Results.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply: **City:** The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- F. Periods of time, stated as a number of days, shall be in calendar days.
- G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit two (2) electronic copy of the proposal on jump drive in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate jump drive. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope. Faxing proposals is not permitted.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

22. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

See the attached City of Tucson business license.

23. UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

24. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all proposals, or portions thereof; or
- (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

25. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA - (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. Provide a response to the national program.

- a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror 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 reported to OMNIA.

With over \$16 billion in total annual sales, Network Services Company orchestrates programs as one organization; consolidating the resources and strengths of more than 75 NETWORK distributors. Operating over 400 distribution facilities throughout North America, NETWORK currently provides a vast product selection, having built strategic alliances over the past 51 years with the industry's best-in-class manufacturers and unparalleled customer service to over 1,300,000 customer locations.

NETWORK can provide prepaid freight, subject to a minimum order of \$400, to all customer locations throughout the United States. Orders below \$400 will incur a \$40 service fee. NETWORK has the ability to deliver products and services to 95% of the United States' population freight free. Freight may be charged for locations outside of NETWORK's freight free delivery area.

Our program engagement commences during the Implementation phase; educating NETWORK corporate staff and distributors of the overall expectations of OMNIA and the City of Tucson's agencies. As we continue to penetrate locations and promote the program through a number of sales and marketing efforts, including but not limited to – joint sales calls with key manufacturers, NETWORK developed Boot Camp, as well as collaborative efforts with OMNIA PPA's, etc.

Please refer to the attached City of Tucson Proposal brochure for an in-depth review of the various sales and marketing interactions NETWORK has initiated with The City, OMNIA, individual agencies, our NETWORK distributors as well as preferred manufacturers. This overview demonstrates our level of commitment to provide product knowledge and drive program compliance for all parties.

Primary distributors will be responsible for proactive direct sales of the OMNIA Program to eligible public agencies in their stated markets, a timely follow up to leads established by OMNIA. This includes, but is not limited to:

- Designating a Program Manager with the authority and responsibility for the overall success of the implementation of the OMNIA program within the distributor's organization
- Developing a sales plan to actively target and convert new non-federal business to the OMNIA program
- Working in conjunction with OMNIA to convert existing non-federal government accounts to the program
- Utilizing the OMNIA program to respond to non-federal agency solicitations
- Ensuring all Distributor Public Sector sales personnel are trained on how to position the program to both existing and potential customers
- Reporting all sales to NETWORK by participating public agencies utilizing the OMNIA program on a daily basis in accordance with NETWORK requirements

NETWORK Distributors will support NETWORK Corporate and OMNIA's marketing teams to develop a marketing and communication strategy to promote the utilization of the program to both existing and potential public agency customers. This includes, but is not limited to:

- Supporting development, publication and distribution of co-branded collateral materials (print, email, presentation)
- Supporting development and publication of co-branded advertising in mutually beneficial and agreed upon publications
- Supporting development and publication of information on the Primary Distributor's website
- Supporting attendance and exhibition at mutually beneficial and agreed upon trade shows and conferences in order to promote the program.

Sales volume is tracked and reported to OMNIA during Annual Business Reviews. Sales reports are available upon request.

b. The successful Offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

2. General Requirements

- Provide a detailed written response illustrating how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.
- Submit any and all information that will aid the City in evaluating your proposal.

NETWORK's detailed response is encapsulated within our specific points in conjunction with your scope of work and requirements.

3. Product Requirements

- Provide a detailed written response illustrating how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall provide the proposed product lines. Offerors shall identify and describe their categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 - Identification and description of product categories offered
 - Identification and description of sub categories
 - Identification and description of manufacturers within each sub category

NETWORK will provide the following product categories: Paper products, trash can liners, cleaning chemicals, and janitorial housekeeping products such as mops/brooms/buckets, gloves, laundry/ware-washing chemicals, powered cleaning equipment, hand soaps, ancillary dispensing and cleaning equipment per the requirements herein. Please see attached Attachment B; our proposed price list of items requested within this RFP. This is not the full product listing of items offered to The City of Tucson or OMNIA Partners under the NETWORK program.

b. What is the total number of products offered in your catalog? Are all catalog products available to participating public agencies nationwide?

NETWORK's product offering is over 3,200 items at this time. Since our partnership began, the core product list has grown from 800 to over 3,218 products. NETWORK's monitoring of agency purchasing trends and the introduction of new more efficient products expands our offering to The City and OMNIA. Doing so allows us to work with suppliers; thereby solidifying our position to negotiate pricing and longer term price guarantees. In turn, these products add to your overall order size; allowing you to obtain additional cost savings through the large volume order discount. All product categories are available nationally and the vast majority, but not all *specific* products on the list will be available to all locations.

WAXIE will be providing 4,600 Cleaning, Sanitary Supply, Powered Equipment, and related products, both national brands and WAXIE house brands; as well as over 100,000 equipment repair parts.

c. How are "green" products identified in your catalog? How are they identified when ordering online? How many "green" products are in your catalog?

Green products are identified in the product description and NETWORK's NetSupply 2.0 has a green designation symbol along with additional "green" product information. For City of Tucson, products may indicate the certifying agencies symbol, the name of the certifying agency, and the type font in green.

d. How are "certified small business and other business classifications" products identified in your catalog? How are they identified when ordering online? How many "certified small business and other business classifications" products are in your catalog?

At this time, these items cannot be identified in this manner.

e. Do you offer "Private Line" products? Provide details and describe. How does pricing compare to traditional and comparable brand name products? Provide examples.

Yes, NETWORK has the ability to offer locations private label products. Pricing and quality will vary; but all may offer economic savings for OMNIA PPA's which choose to utilize private labeled products. Product availability, details, pricing, and sample goods can be discussed between interested PPA locations and NETWORK distributors.

f. Submit any information that will aid the City in evaluating your proposal.

WAXIE currently provides private labeled products to the City of Tucson and has had positive reception to the value they provide. Should NETWORK be awarded, WAXIE will continue to provide the same and future WAXIE branded products which prove beneficial to the City.

4. Service Requirements

a. Provide a detailed written response illustrating how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. Offerors shall provide the proposed services that meet requirements. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

i. Policies and programs detailing your efforts in these areas

NETWORK's detailed response is encapsulated within our specific points in conjunction with your scope of work and requirements.

ii. Literature explaining your capabilities.

Please see the attached brochures: Proposal Response eBusiness + Solutions, Quarterly Business Review, Sustainability, Green Solutions, Implementation, Map of North American Distributor Locations.

b. Submit any information that will aid the City in evaluating your proposal.

5. Ordering and Invoices

a. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Network Services has over 100 Corporate Customers. We currently process orders in all the above formats and anticipate managing all formats for existing and new OMNIA PPA's.

NETWORK currently supports full EDI and internet ordering for all National Accounts which desire to use one of these methods. Over 35% of our purchase orders come in through EDI or internet ordering today, and it continues to grow.

FEATURES OF OUR EDI-BASED ELECTRONIC ORDERING:

- EDI through Value-Added Networks (VAN), EDI AS2, or EDI files via FTP
- Standard EDI 850 order
- Standard EDI 855 order confirmation
- Customized EDI 850 order
- Customized EDI 855 order confirmation

FEATURES OF OUR WEB-BASED ELECTRONIC ORDER ENTRY:

- Custom product electronic catalog for each ordering location
- Custom catalog shows Network Services item #, item description, UOM and pricing
- Search for products by name or description
- Password-protected order entry screens
- Multiple personal shopping lists
- Standardized part numbers
- Retrieve and reuse past orders and standing orders
- Arrange products by user-defined categories and sub-categories
- User-configurable display options
- Special instructions by order
- Super buyer can purchase for multiple locations
- Order review and change before release
- Approval routing of orders
- E-mail notification on all orders
- Multi-vendor order entry portal
- Punch-outs to other vendors' catalogs
- Location spending limits
- Site branding with customer logo
- Site customization

As a NETWORK customer, you'll have access to an exclusive set of savings and efficiency tools that will give you a competitive edge. Placing orders, tracking purchases and processing invoices across multiple locations with varying demands is a daunting task. NETWORK helps you simplify these tasks with the support of highly skilled professionals combined with the use of proprietary, state-of-the-art information technology.

Some of our e-commerce offerings include:

ON-LINE WEB-BASED ACCESS TO PURCHASE HISTORY REPORTING

- Display and sorting alternatives include purchases by location rolled up by state, purchases by product and purchases by volume
- Reports can show purchases and invoices for any period ranging from a single day to 3 years
- Report data can be downloaded to spreadsheet for further analysis and exception reporting
- Data updated every 24 hours, available 24/7
- Password protected access
- Access data on screen, via EDI in standard format through VAN, via ASCII flat file or file transmission via Internet or FTP
- Custom roll-up structure can be defined to fit the customer's company hierarchy, i.e., locations can roll up to districts, districts to regions, regions to divisions, etc.
- Appropriate access can be given to people at designated levels in the customer's hierarchy
- Access data via EDI through Internet or FTP
- Custom ASCII flat file format, or XML file formats available
- Integration with customer's ERP or internal reporting system available
- Customized EDI purchase history documents available

- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

NETWORK can provide the following:

ELECTRONIC CONSOLIDATED INVOICING

- Multiple sorting options, e.g., by location, by invoice #
- Multiple data display options, e.g., invoice header information, line item detail
- Based on customer-defined time period, e.g., monthly, bi-weekly, weekly
- Invoices transferred via the Internet or FTP
- Consolidate into standard electronic file, e.g., delimited ASCII flat file such as .csv or .xls
- Custom ASCII flat file format or XML file format available
- Insertion of customer G/L codes, department or location numbers available
- Ability to cross-reference item #'s to customer G/L codes available
- Transfer via magnetic tape, disk or CD available

EDI INVOICING

- EDI through Value Added Networks (VAN) or FTP
- Standard EDI 810 invoice
- Customized EDI 810 invoice available

OTHER ELECTRONIC INVOICING

- Invoice in standard ASCII flat file format
- Transfer via Internet or FTP
- XML file format or Custom ASCII flat file format available

OTHER TYPES OF INVOICING

- Standard invoice by mail to ordering location or central processing location
- Special handling of invoices to meet unique customer needs

PAYMENT METHODS

- Electronic funds transfer (EFT)
- Automated clearing house (ACH)
- EDI 820 remittance
- Other electronic formats

c. Describe how Offeror measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

NETWORK tracks numerous KPI (key performance indicators). These tracking programs are customer specific and designed to measure key metrics that are of value, by customer. Current Customer satisfaction surveys have 93% National Account customers saying they would recommend Network Services. Stock fill percentage is over 98.5% and for National Account customers over 95% of orders are filled complete.

d. Describe how agencies choosing to pick up products will receive the correct Contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

NETWORK national account pricing for The City and/or OMNIA PPA's is the same product pricing whether the order is delivered or picked up. We suggest working with your local NETWORK distribution partner for order pick up hours and process. Some locations may have storefronts, others might be warehouse pick-ups.

6. Other

a. Describe any government rebate programs that are offered.

NETWORK does not offer any government rebate programs at this time.

b. Describe how Offeror will meet the monthly usage reporting criteria. Submit a sample report.

NETWORK has extensive experience in providing reporting to a number of large national customers. Attached is a copy of the monthly report that is currently provided to OMNIA. There are two tabs the first tracks the Admin Fee (AF) and the second tab has the Marketing Fee (MF).

c. Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Public Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date.

B. Qualifications & Experience

1. Complete OMNIA Partners Exhibit A, Section 3.0

2. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Mesa Unified Schools
555 South Lewis
Mesa, AZ 85210
480.472.6116
gbarkman@impsaz.org

Traverse City Public Schools
Traverse City, MI
231.933.1728
Cindy Farrah

Eastern Michigan University
Ypsilanti, MI
734.487.0360
Dieter Otto

Oakland University
Rochester, MI
248.370.3172
Constance Jones

3. Please submit any additional information that you feel is applicable to your qualifications and experience.

Network Services has the three key factors of the NETWORK and OMNIA program:

SCALE: NETWORK provides products to 95% of the U.S. population base. Our members currently are growing, viable business within the locales that OMNIA wants to service. We know the needs of these agencies because over the 51 year history of Network, we continue to do business with a number of these agencies.

SCOPE: NETWORK is the market leader for janitorial distribution; the core of our business for the past 51 years. OMNIA needs a business partner that understands and can answer the market needs around sanitation, cleanliness, sustainability, personal health and wellness in a cost and labor effective manner. In support of this, we know that implementing standard business practices and programs helps hold costs down for all parties.

WILL: NETWORK understands the value created by collaborative and group purchasing programs. We are a leader in the Healthcare market where this purchasing methodology is accepted best practice. We're excited about the new opportunities the OMNIA program can provide NETWORK and continuing to grow relationships we've developed over the last five years. We look forward to the opportunity to work and grow together; mutually working to build a program that delivers value for all constituents.

NETWORK has ten (10) years of successful experience in servicing, growing and developing lasting relationships with The City, OMNIA and their agencies; during our current contract agreement. The commitment to succeed is displayed by both parties' supporting the progress we've made in a short time.

4. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

Network Services Company was established in 1968 to provide products and related services to corporate account customers on behalf of our distributors. Today, NETWORK 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 \$16 billion in total annual sales, NETWORK manages national programs for corporate account customers across the U.S. Operating over 400 distribution facilities throughout North America, Canada, Mexico, Puerto Rico and the U.S. Virgin Islands; NETWORK provides a broad product selection, having built strategic alliances with the industry's best in class manufacturers over the last 51 years. NETWORK's award winning technology platform and dedication to superior customer service to more than 1,300,000 customer locations are only some of the advantages NETWORK offers to corporate account customers.

NETWORK, as an organization, focuses mainly on five specific business segments: Public Sector/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. 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.

NETWORK's corporate headquarters, located in Schaumburg, IL, houses our administrative offices and central customer service center. NETWORK Corporate Account Directors are geographically located throughout the U.S. With 400 distribution centers throughout North America, totaling 25 million sq. ft., there are over 7,000 U.S. employees at our warehouse and operations centers and an additional 3,700 outside sales people across North America. You get national distribution with the advantages of a locally supported program.

Please refer to the attached Proposal Response NETWORK Distributor Warehouses listing.

C. Price Proposal

1. Provide price proposal as requested on the Price Page (See Attachment B).

NETWORK's proposal is a fixed price format; based on manufacturer pricing established specifically for OMNIA. The fixed price format allows manufacturers to provide longer term pricing guarantees. This benefits OMNIA in that you know your fixed price for items and can determine the commensurate value provided by the product. The audit and verification process is simple; an agency just has to compare the invoice price to the OMNIA price list.

See Attachment B – National Core List for product listing with requested information. This is not the full offering in place today for The City of Tucson and OMNIA Partners but rather only a sampling of the requested items to quote in this RFP.

2. Provide available payment terms.

Payment terms are Net 30 days from invoice date via ACH or Check Only.

Acceptance of credit cards and associated fees will be determined by each marketing area.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within ___ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? _____ Yes No
- a. If yes, can commercial payment(s) be made online? _____ Yes No
- b. Will a third party be processing the commercial credit card payment(s)? _____ Yes No
- c. If yes, indicate the flat fee per transaction \$ _____ N/A _____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
- d. If "no" to above, will consideration be given to accept the card? _____ Yes No
5. Does your firm have a City of Tucson Business License? Yes _____ No
If yes, please provide a copy of your City of Tucson Business license.

See the attached City of Tucson business license

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with OMNIA Partners are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this Contract will be the sole responsibility of each Participating Public Agency. The Contractor may negotiate additional expenses incurred as a result of Participating Public Agencies' usage of this Contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

Please see the attached [Certificate of Insurance Coverage](#).

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

3. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The **parties** Contractor agrees that the City of Tucson shall have the right, **upon mutual agreement at its sole option**, to renew the Contract for two (2) additional two-year periods or portions thereof. In the event that the **parties** City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

4. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year and for each additional one (1) year **anniversary date** period thereafter, which will be a factor in the renewal review process. The City will determine whether the requested price adjustment, or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract **anniversary date** renewal or, in the case of a mid-term adjustment, upon execution of the amendment. **Notwithstanding the foregoing, the City will review requests for price adjustments at any time if any manufacturer of products provided under the Contract updates product costs based on market conditions, which requests will not be unreasonably denied by the City.**

5. FOB DESTINATION FREIGHT PREPAID: Subject to the provisions of this Section

Prices shall be FOB Destination Freight Prepaid to the delivery location designated.

Contractor will provide delivery on a freight free basis to all agency locations that fall within Contractor's freight free delivery zones per Contractor's 'Geomaster'. Should any locations fall outside the freight free delivery zones, Contractor will contact the applicable agency and review service requirements for those locations in a manner acceptable to both the agency and Contractor including a possible freight fee charged to the applicable agency. Freight charges to the no-freight charge locations shall not exceed actual freight charges incurred by Contractor. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges (**except as otherwise set forth above**) shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the **agency to** Contractor. The City will assist the Contractor in arranging for inspection.

Each individual order placed by an agency must exceed \$400 of products; provided, however, if an individual order is placed by an agency for less than or equal to \$400, Contractor, in its sole discretion, may charge such agency a \$40 fee for a below minimum order.

6. SUBSTITUTE ITEMS: In the event that a product or model provided under the contract is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.

- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

STANDARD TERMS AND CONDITIONS

- 1. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
- 2. AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
- 3. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
- 4. APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
- 5. ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice. **Notwithstanding the foregoing, the City hereby acknowledges and agrees that the products and services shall be provided by Contractor through its member-distributors and hereby expressly consents to the provision of the products and services by Contractor through its member-distributors, without further notice or permission being required.**
- 6. CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
- 7. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
- 8. COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
- 9. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
- 10. CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 11. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal **except where exceptions are noted**. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials, **unless approved in advance by the City**. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. GRATUITIES: The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the City of Tucson and its affiliates, officers, directors, employees, clients and agents from any and all third party claims, damages, liabilities and costs, losses and expenses (including reasonable attorney's fees and disbursements) which the City of Tucson or any of the said persons shall suffer or incur as a result of or attributable to (i) any and all claims, damages, liabilities, costs, losses and expenses (including reasonable attorney's fees and disbursements) arising out of Contractor's breach of its representations, warranties, obligations or covenants set forth in this Agreement or (ii) Contractor's failure to comply with the terms of this Contract; provided, however, any such indemnification shall exclude any such losses and expenses caused by the act, omission, breach or gross negligence of the City.

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor **in accordance with Contractor's return policies communicated to The City. Except as set forth in Contractor's return policies.** If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROL EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. ISRAEL BOYCOTT DIVESTMENTS: Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

28. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. PAYMENT: ~~The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. Payments shall be made by ACH or by bank check. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.~~

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

All amounts owed by the City are to be received by Contractor within thirty (30) days from invoice date. Payments made by methods other than ACH or bank check may result in an increase in pricing to offset their related administrative costs, as determined in the reasonable judgment of Contractor.

31. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine **the reasonable and actual** cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

33. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

34. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

35. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

36. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

37. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

38. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

39. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. **Notwithstanding the foregoing, the City hereby acknowledges and agrees that the products and services shall be provided by Contractor through its member-distributors and hereby expressly consents to the provision of the products and services by Contractor through its member-distributors, without further notice or approval being required.**

40. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

41. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Contractor reserves the right to terminate the whole or any part of this Contract due to the failure of the City to carry out any term or condition of the Contract, if such failure is not cured within ten (10) days of the notice of default. Contractor will issue a written ten (10) day notice of default to the City for acting or failing to act in accordance with the terms or conditions of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

42. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

43. WARRANTIES: ~~Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.~~ **ALL PRODUCTS PROVIDED TO THE CITY UNDER THIS CONTRACT BY CONTRACTOR ARE PROVIDED "AS IS," AND CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ANY PRODUCTS. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL PASS THROUGH TO THE CITY ALL WARRANTIES AND INDEMNIFICATIONS, IF ANY (IF AND TO THE EXTENT CONTRACTOR REMAINS PROTECTED THEREUNDER), THAT CONTRACTOR RECEIVES FROM THE MANUFACTURERS OF THE PRODUCTS.**

PRICE PAGE

See Attachment B - Excel Price Page

Tab 1 - National Core List

Tab 2 - Additional Suppliers

ATTACHMENTS

Attachment A - OMNIA Partners - Requirements for National Cooperative Contract

Attachment B - Excel Price Page

Attachment C - HUD Documents

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, Public Sector.

NETWORK and WAXIE acknowledge, understand, and agree to comply with sections 1.0 – 2.0 and all subsections therein, unless indicated otherwise by our language/explanation is in blue font directly below the section or subsection.

Our responses to section 3.0 and its subsections can be found directly below the subsection in blue font.

1.1 Requirement

The City of Tucson (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, Public Sector”), is requesting proposals for Janitorial and Sanitation Supplies, Equipment, and Related Services. 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, Public Sector’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, 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, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector’s cooperative purchasing program. Registration with OMNIA Partners, Public Sector 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, Public Sector, 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, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, 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, Public Sector's 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, Public Sector.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners, Public Sector reserves the right to determine whether or not 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$110 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, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. 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, Public Sector. 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, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in conflict with the Master Agreement. 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 (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). 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. 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, Public Sector).

All 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, Public Sector's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. 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;
- D. 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, Public Sector 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, Public Sector 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) The Master Agreement is one of NETWORK's primary "go to market" strategies for all Public Agencies.

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.

NETWORK and WAXIE are offering pricing to City of Tucson, Omnia, and Participating Public Agencies (PPA's) based on NETWORK negotiated product costs offered by contracted manufacturers. These cost supports are based on a number of factors including the volume of purchases, and determined by the manufacturer; not the distributor. This offer includes pricing offered exclusively for The City of Tucson/Omnia.

Participating Public Agencies receive the benefit of the aggregate spend of OMNIA Partners.

NETWORK and WAXIE will offer City of Tucson and PPAs the same price as other customers utilizing similar procurement methods and purchasing similar volumes of product, with the same manufacturer cost supports. WAXIE will make City of Tucson aware of any consortium or Group Purchasing Organization pricing program opportunities that would afford City of Tucson a better overall spend for the products awarded.

NETWORK and WAXIE monitor 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.

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, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector 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.

NETWORK and WAXIE will compensate our sales forces under the compensation structure currently employed to promote sales of our Public Sector contracts. We utilize the same compensation structure to incent sales for all segments of our business.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier.

WAXIE

Founded in 1945, WAXIE Sanitary Supply is a 74-year old, privately held, family-owned company with a proud history of honoring our customers, 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 are committed to delivering that passion to our customers.

WAXIE is among the largest distributors of sanitary supplies and equipment in the Western United States 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 no substitutions, and with exceptional customer service by a uniformed WAXIE team member in a clean, logoed WAXIE truck. We are here to listen to our customers and respond to their needs. Our average fill rate on orders is 98%.

For the past seven decades, WAXIE has remained the industry leader in the distribution of quality janitorial supplies to the education, government, commercial, industrial, and contractor markets in the United States and abroad. For more information about WAXIE and our capabilities, please see Exhibit A 3.1A for WAXIE's **Capabilities Brochure**.

NETWORK

Network Services Company was established in 1968 to provide products and related services to corporate account customers on behalf of our distributors. Today, NETWORK 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 \$16 billion in total annual sales, NETWORK manages national programs for corporate account customers across the U.S. Operating over 400 distribution facilities throughout North America, Canada, Mexico, Puerto Rico and the U.S. Virgin Islands; NETWORK provides a broad product selection, having built strategic alliances with the industry's best in class manufacturers for more than 50 years. NETWORK's award winning technology platform and dedication to superior customer service to more than 1,300,000 customer locations are only some of the advantages NETWORK® offers to corporate account customers.

NETWORK, 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, NETWORK is able to offer document shredding as service. We suggest speaking with your local representative, should this option be of interest. 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.

B. Total number and location of sales persons employed by Supplier.

For the City of Tucson WAXIE employs over 260 sales professionals to serve our customers. WAXIE has 23 locations including ten (10) Regional Inventory Centers servicing eleven (11) states that include: California, Oregon, Washington, Alaska, Arizona, Nevada, Utah, Idaho, Colorado, Wyoming, and Montana.

Our California sales management and sales force locations are San Diego (Home Office), Santa Ana, Ontario, Livermore, and Sacramento. We have satellite locations in San Jose, Santa Rosa, El Centro, and Thousand Palms.

Outside of California, WAXIE sales management and sales forces are located in Mesa AZ, Salt Lake City UT, Denver CO, Las Vegas NV, Seattle WA, Anchorage AK, with several satellite locations in the following cities and states: Tucson AZ, Portland OR, Spokane WA, Boise ID, Idaho Falls ID, St. George UT, Colorado Springs CO, and Fairbanks AK.

Nationally, NETWORK's 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.

The Corporate Account Director manages the relationship with your corporate headquarters and their corporate counterpart. The Corporate Account Director is responsible for communicating the program, expectations and requirements to NETWORK staff as well as the local NETWORK distributors. 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, if site specific training is needed, etc. NETWORK CATEGORY DEVELOPMENT ANALYST – Manages all corporate contracted products and manufacturer programs. Works with sales and customer corporate contact to develop ideas for alternative product, process improvement and cost

reduction. Tracks and reports all cost reductions and increases through an impact analysis. Quarterly updates on price list additions, deletions, and changes, as needed. IMPLEMENTATION MANAGER AND CO-ORDINATOR - Implementation of the NETWORK program with sites during the first 120 days of the program startup
MANAGER of IT - EDI program startup for NETWORK. Manager of E-commerce program startup for NETWORK.
NETWORK CORPORATE ACCOUNT SPECIALIST – Customer Service for any 'national' requests or issues. Point of escalation (if ever needed) for local service/support. Assists in managing Web Order guides and EDI site database information. INTEGRATED BILLING MANAGER - responsible for program startup, on-going receivables and linkages with your AP team.

In addition to your dedicated Corporate Account Director, Frank Barretta, each local NETWORK distributor will be assigning one key individual to manage the PPA locations in their servicing area, as well as interfacing with NETWORK for corporate direction. You get national distribution with the advantages of a locally supported program.

C. Number and location of support centers (if applicable) and location of corporate office.

For the City of Tucson and WAXIE serviced sites, WAXIE employs over 260 sales professionals to serve our customers. WAXIE has 23 locations including ten (10) Regional Inventory Centers servicing eleven (11) states that include: California, Oregon, Washington, Alaska, Arizona, Nevada, Utah, Idaho, Colorado, Wyoming, and Montana.

Our California sales management and sales force locations are San Diego (Home Office), Santa Ana, Ontario, Livermore, and Sacramento. We have satellite locations in San Jose, Santa Rosa, El Centro, and Thousand Palms.

Outside of California, WAXIE sales management and sales forces are located in Mesa AZ, Salt Lake City UT, Denver CO, Las Vegas NV, Seattle WA, Anchorage AK, with several satellite locations in the following cities and states: Tucson AZ, Portland OR, Spokane WA, Boise ID, Idaho Falls ID, St. George UT, Colorado Springs CO, and Fairbanks AK.

Please see Exhibit A 3.2E for a complete list of WAXIE Office/Distribution/Will Call/Service Centers with exact location and contact information.

Nationally, NETWORK's Corporate Headquarters is located in Schaumburg, Illinois; housing over 175 people to manage various aspects of our national accounts. NETWORK's 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 addition to your dedicated Corporate Account Director, each local NETWORK distributor will be assigning one key individual to manage the PPA locations in their servicing area, as well as interfacing with NETWORK for corporate direction. You get national distribution with the advantages of a locally supported program.

Please see Exhibit A 3.2E for a listing of NETWORK distribution centers. Final location alignment and contacts are established for each location.

D. Annual sales for the three previous fiscal years.

For the City of Tucson and all WAXIE serviced sites, WAXIE is a private, family-owned business. Due to our closely held nature, WAXIE does not disclose specific financial information. In lieu of this, we are providing a

comfort letter from our primary bank stating our financial health and stability. Our annual sales for the past three years are in the 9 digits and our average sales growth rate over this time is over 6%. Please see Exhibit A 3.1D for WAXIE Comfort Letter.

Network Services Company is a wholly owned subsidiary of Network Associates, Inc. (NAI); a private corporation that does not disclose financial statements or any specific financial information to individuals or entities. As such, audited financial statements have not been included in this proposal. Regardless, NAI is willing to present its financial statements to your senior financial staff and walk such staff through the unique aspects of our business. Please contact Mike Johnson, Chief Financial Officer at 224-361-2233, to set up a meeting.

E. Submit FEIN and Dunn & Bradstreet report.

WAXIE's FEIN is 94-2647607. Please see WAXIE Exhibit A 3.1E Dun & Bradstreet Report.

NETWORK's FEIN is 04-2579155 and DUNS# 08-294-1204, please see NETWORK Exhibit A 3.1E Dun & Bradstreet Report.

F. Describe any green or environmental initiatives or policies.

For the City of Tucson and all WAXIE serviced sites, WAXIE Sanitary Supply is committed to being a leader to promote responsible business practices that support sustainable communities which are secure, economically prosperous, environmentally responsible and healthy places in which to live and work.

WAXIE shares the goal of establishing partnerships to advance livability and resilience, fiscal stewardship, and good governance to support a more sustainable region for all generations. We embrace and want to help further The City of Tucson's desire to both practice and teach the concept of sustainability and to assure the City is a source of innovation for more efficient, more prosperous, and healthier living.

WAXIE is committed to adopting more sustainable business practices for our company, and to partner with our stakeholders to identify and implement the most effective facility maintenance solutions to protect and enhance the triple bottom line of human health, environmental stewardship, and economic prosperity.

On the Path to Sustainability

WAXIE is committed to being a more sustainable organization - Here are some notable accomplishments and activities on our path to sustainability:

WAXIE sources products locally wherever possible to minimize environmental impacts associated with shipping

WAXIE specifies product packaging containing post-consumer recycled content whenever possible

Six (6) WAXIE employees are LEED® Accredited Professionals and three (3) are LEED® Green Associates

Delivery routes planned with routing software that minimizes travel time, resulting in less fuel consumption and vehicle emissions - there is also pilot in place for CNG and hybrid delivery trucks for some routes to further decrease fuel consumption and vehicle emissions

Recycling and waste diversion program for corrugated, shrink wrap, and pallets, as well as other ongoing consumables, durable goods, and facility alterations

Green Cleaning Policy, for all facilities and water conserving devices installed in restrooms

Video conferencing technology utilized to decrease need for face-to-face meetings

Web@Work® e-commerce platform and e-invoicing promoted to minimize paper usage

RFP technology utilized for inventory control to minimize paper usage

Four (4) WAXIE Inventory Centers have installed solar panels

Four (4) WAXIE Inventory Centers have retrofitted LED lights for facilities

WAXIE is a member of the US Green Building Council (USGBC) - with two (2) company buildings earning LEED® Silver certification

WAXIE San Diego Headquarters and Inventory Center earned Energy Star certification

A WAXIE employee has sat on the Board of Directors for the San Diego chapter of USGBC, and serves as the chapter's Immediate Past President, point of contact for LEED® EBOM, and the Pacific Regional Council Representative

37 WAXIE employees are CIMS-GB ISSA Certification Experts

WAXIE has a broad selection of environmentally preferable products (including numerous WAXIE private labeled cleaning products) that have received certifications from Green Seal, UL/ ECOLOGO, SCS Global, CRI, FSC and BPI, or have been formulated in partnership with EPA Safer Choice (formerly Design for the Environment DfE), or contain post-consumer recycled content which meets EPA Comprehensive Procurement Guidelines

WAXIE has developed WAXIE GPS® Green Partner Support™ to assist green-committed end-user customers implement more effective green cleaning programs. WAXIE was on Technical Committees for development of ISSA Cleaning Industry Management Standard (CIMS and CIMS-GB), and a participating stakeholder in the Standard Development Team for the Green Seal "Green Cleaning Services Standard" (GS-42) and revision of "Industrial and Institutional Cleaners Standard" (GS-37)

WAXIE has conducted numerous "Green Cleaning Seminars" at our branches in San Diego, Santa Ana, Ontario, Los Angeles, Palm Springs, San Francisco, Mesa, Tucson, Las Vegas, Salt Lake City, Portland, Seattle, Colorado Springs, and Denver

WAXIE representatives have been asked to speak at functions for organizations such as USGBC, BOMA, IFMA, PABSCO, ISSA, SCSSA, SDEP, HPSI, CHESC, WAHESC, OPPA, and CURB on the subjects of green cleaning, LEED®, or sustainability

WAXIE consultants have assisted with green cleaning needs of several LEED® projects for customers (references available upon request)

WAXIE Desk Calendars, Product Catalogs, and product literature printed with post-consumer recycled content using soy based inks; green section of catalog and website developed to provide customer education and promote green purchasing

Sponsor and host for LEED® for Existing Buildings Technical Review Workshops and other LEED® EBOM Educational Series in partnership with USGBC chapter

SDRSP; WAXIE is a charter signatory of the San Diego Regional Sustainability Partnership

WAXIE continues striving to implement more environmentally responsible business practices, and we believe that our efforts and experiences in this area make us a better vendor partner to our customers who are seeking to improve their practices as well. Please see Exhibit A 3.1F for WAXIE Commitment to Sustainability Brochure and Commitment to Sustainability One-Sheet.

Nationally, NETWORK is a member of the U.S. Green Building Council and actively involved at the chapter level – as are many of our distributors. We have a LEED® Accredited Professional on staff who monitors sustainability trends and is closely aligned with our supplier community to stay abreast of their individual sustainability initiatives. As a strong advocate for corporate and social responsibility, NETWORK helps our customers achieve their sustainability goals as well.

Many of the products we purchase and provide to our customers carry various certifications. These vary by 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, NetSupply. We offer a full line of environmentally-preferred products and a proprietary evaluation program, NetGreen.

NetGreen is designed to assess a customer's current situation and then align the processes, products, suppliers and monitoring tools necessary to achieve the customer's sustainability, sanitation and wellness goals. Spend reporting of such products is also provided at any time and is a standard report included in our Business Reviews.

As a distributor with over 400 distribution warehouses, our environmental focus is on local sourcing, local delivery fleets with dynamic routing to reduce carbon emissions, local recycling and energy conservation programs, e-business transactions, use of Energy Star appliances, water use reduction, etc. An example is orders are routed to the closest distribution center, utilizing dynamic routing systems and coordinates delivery of that order to optimize fuel, personnel, and truck capacity.

Please see NETWORK's attached Exhibit A 3.1F – NETWORK NetGreen Program.

G. 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.

For the City of Tucson and all WAXIE serviced sites, WAXIE has two programs for ESB/MBE and WBE participation in our contracts.

Tier One: 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. All of our Emerging Small Business/Minority-owned Business Enterprise partners already work extensively with WAXIE on federal, state, local, and commercial accounts. WAXIE does not dedicate any particular work to any MBE. Each MBE is enabled to develop sales or propose other value added work based on their ability to perform.

Access Products – a Service Related Disabled Veteran Owned Small Business

Advantage West GPS – a Small Business

Aerial Industries – a Service Related Disabled Veteran Owned Small Business

American Sanitary products – a Service Related Disabled Veteran Owned Small Business

Aviate Enterprises, Inc. – a Service Related Disabled Veteran Owned Small Business

Capp, Inc. – a Small Business

Coronado Distributing Co. – a Service Related Disabled Veteran Owned Small Business

Divine Imaging, Inc. – a Woman Owned Small Business

Document Imaging Dimensions, Inc. – a Small Business

Garrison Walker Group – a Service Related Disabled Veteran Owned Small Business

Global Procurement Solutions – a Service Related Disabled Veteran Owned Small Business

JE HURLEY Construction – a Service Related Disabled Veteran Owned Small Business

LC Industries – a NIB and Ability One Small Business Distributor

M.A.N.S. Distributors, Inc. – a Minority Woman Owned Small Business

Morningstar Industries – a Woman Owned Small Business

Noble Supply – a Woman Owned Small Business

Seattle Lighthouse for the Blind – a NIB and Ability One Small Business Distributor

Shelby Distributions – a Service Related Disabled Veteran Owned Small Business and Woman Owned Small Business

Shore Solutions – a Service Related Disabled Veteran Owned Small Business, and Minority Woman Owned Business

Sustain One – a Woman and Minority Owned Small Business

WAXIE constantly seeks additional qualified ESB/MBE and WBE small businesses to add to our list of partners. Reporting of first tier qualifying spend by account is available.

Tier Two: WAXIE purchases supplies from hundreds of manufacturers and many of those are small businesses, women owned, minority owned, veteran owned and other historically disadvantaged business enterprises. Spend from these second tier vendors is tracked and available for reporting at the item level for all customers. Currently our Public Sector spend overall includes more than 25% of sales from vendors that qualify as historically disadvantaged. For a sample of those products and vendors, please see Exhibit A 3.1G for WAXIE Sample Green and Diversity Business Products list.

Customers choosing to use our ESB/MBE, WBE, and other historically disadvantaged business partners, pay an additional 5% added to the price of each product. In many, if not most, cases customers will be able to negotiate other discounts to offset this additional fee. WAXIE's disadvantaged business partners provide valuable services. Rather than distribute the cost associated with those services to all contract users, we believe fairness dictates that these costs be applied where incurred. All products sold and services offered by WAXIE under contract will be available through our small or disadvantaged business affiliates.

As outlined above, many NETWORK distributors have similar capabilities in their local geography. While programs may vary, as do local needs, NETWORK is able to provide diverse solutions for Omnia PPA's.

Nationally, NETWORK 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.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Neither WAXIE nor NETWORK are diversity certified. We each have an active program to seek out opportunities for redistribution and other functions by diverse companies, particularly those recognized by the Federal Government as service related disabled veteran, small, women, or minority owned.

WAXIE has many small business, women owned business, service disabled veteran owned business, veteran owned business, minority owned business, as well as 8A and hub-zone operated business partners providing contracting, sales, and supplies. Currently over 25% of the products we sell to our public sector clients are made by manufacturers that are historically disadvantaged business enterprises as defined by federal requirements.

NETWORK 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. Customer location alignment is subject to NETWORK's assignment policies and procedures which consider delivery areas, core competency, product availability, manufacturer relationships, etc. Locations can be evaluated and aligned with diverse NETWORK 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. Attached is a chart listing distributor qualifications, Exhibit A 3.1H - NETWORK – Special Business Status Summary.

In addition, NETWORK and WAXIE are 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. NETWORK Corporate Headquarters has a very diverse, non-discriminating workforce, where employees are able to embrace our different backgrounds through company events and celebrations.

I. Describe how supplier differentiates itself from its competitors.

For all WAXIE serviced sites, WAXIE has a track record with The City of Tucson that no competitor can match; WAXIE has moved more product, driven more innovation, and has been rewarded with greater customer satisfaction with the City of Tucson related business than our honored RFP competitors. WAXIE is more than hands-on; we are deeply partnered with all our City of Tucson touch points. WAXIE believes in, and supports, the City of Tucson moving beyond its own contracts, and into becoming a nationwide leader in large-entity procurement and fulfillment.

WAXIE differentiates ourselves by having orders delivered on time, at the right price, with no substitutions, and with exceptional customer service by a uniformed WAXIE team member in a clean, logoed WAXIE truck. We are here to listen to our customers and respond to their needs.

Our scale allows WAXIE to boast the infrastructure and logistical flexibility of a national distributor without sacrificing our family owned history which drives the ability to focus on customer needs.

“Serving the Customer is the Focus of Everything We Do” are more than just words to WAXIE; that is our mission. Whether it’s a crisis situation demanding a last-minute delivery, an all-night bilingual customer training session, or a timely equipment repair, we have proven the extent of our dedication to our customers time and again. WAXIE goes well above and beyond what most people would expect of us, in order to see that our customers’ needs are met. The WAXIE organization has been purpose-built from the ground up to serve those who are responsible for delivering clean and healthy buildings. The City of Tucson can continue to count on WAXIE to come through with the help you need, when you need it.

WAXIE Sanitary Supply has the logistics depth and experience to service your delivery needs through the use of a Transportation Management Software suite that enables WAXIE to properly utilize our fleet of over 200 vehicles as well as effectively interface with a number of transportation providers to include UPS, Less Than Truckload and Courier services.

Through WAXIE’s Distribution Centers and extensive fleet, WAXIE has been extremely effective at providing next day delivery to include customized delivery appointments, established delivery days and the ability to not only conduct dock deliveries, but accommodate a diverse set of unique requirements for inside deliveries to facilities that do not have a loading dock. This translates into greater efficiencies and labor cost savings for our partners.

Our fleet of delivery vehicles and Drivers are professionally logoed and are managed through a route optimization suite that enables WAXIE to monitor the delivery process from door to door using both GPS and a Driver mobility application. Our route optimization software minimizes WAXIE’s carbon footprint by significantly reducing travel time from the last stop to the next stop. Overall, less fuel is burned by optimizing the travel path and the time our trucks are on the road.

85% of WAXIE’s delivered volume is made on WAXIE-owned trucks. Unlike some other distributors, we do not use third party logistics companies for this critical service requirement.

In a climate where many business models are cutting professional, in-person sales consultants, WAXIE offers a dedicated account professional, a true partner and consultant. We feel this is much more valuable to our customers than simply having a catalog full of various products and a remote help desk with little or no idea how

to use them. In other words, WAXIE doesn't just deliver the box, we know what's inside and work with you to show Intermountain how to most efficiently use it.

Further, WAXIE is an industry leader in green and sustainable solutions for our partners. For more details on our Green Offerings and Commitment to Sustainability, please see Exhibit A 3.11 Green Partner Support Brochure, Exhibit A 3.11 Commitment to Sustainability Brochure, and Exhibit A 3.11 Commitment to Sustainability One-sheet respectively.

Nationally, NETWORK focuses on three key areas:

Expertise

- Leading provider in the local marketplace
- Corporate Account programs have been our focus for over fifty years
- Strength in both national and local markets
- Extensive category knowledge
- Ability to provide training
- Understand processes & best practices
- Assess and solve approach
- Spend analysis – maximize program incentives while driving out costs
- Stability, we have been in and serviced the same customer base

Connectivity & Depth

- Build a national brand and value proposition
- Corporate contacts exposed to local distribution
- Local distribution strongly linked to regional contacts
- Sustainability – order fulfillment close to end user
- NETWORK distributor owned and operated fleet, readily available and distributor managed.

Flexibility

- Willing and able to customize products and procedures
- Service levels to fit end user needs – there, in person, when you need us
- Customized order cycles through inventory control
- In market inventory
- Accommodate local needs, not cookie cutter programs.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Other than within the normal course of business to protect company assets such as accounts receivable, neither NETWORK nor WAXIE is currently, nor have we ever been, involved in litigation, bankruptcy, or reorganization proceedings.

K. 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.

Neither WAXIE nor NETWORK is owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

In our 74-year history, WAXIE has never been debarred or suspended, nor has NETWORK, for over 50 years.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

For The City of Tucson and all WAXIE serviced sites, WAXIE offers the following:

Products and Supplies

WAXIE offers a comprehensive line of products for cleaning, maintenance, and safety for all types of environments encountered in public sector facilities. WAXIE carries the largest national brands including 3M Cleaning and Safety, Diversey, Ecolab, GOJO/Purell, HOSPECO, IMPACT, Georgia Pacific, Kimberly Clark, Essity/SCA, Nilfisk-Advance, Karcher/Windsor, Emerson, National Super Service, ProTeam, and Rubbermaid. Over the course of our 74 years as a janitorial supply company, WAXIE has developed a line of proprietary products. Due to our size and coverage, the WAXIE brands are now recognized as equal to, and in many cases, superior to nationally branded products. WAXIE brands make up more than 50% of the overall products we sell.

Our price proposal contains the 78 requested items along with alternates. Our entire catalog is available to The City of Tucson and users of this contract. The City of Tucson will have access to over 30,000 WAXIE catalog products and over 500,000 machine parts.

Paper, chemicals, liners, equipment and dispensers, hand soaps and sanitizers, supplies, and gloves are covered within the WAXIE/NETWORK City of Tucson catalog. By offering a large variety of product and system solutions, WAXIE and NETWORK provide our customers the benefit of having the necessary product choices to outfit their buildings and facilities as they see fit.

In addition to all of the product groups mentioned above, WAXIE also provides the following categories:

1. Lighting – Complete lines of florescent and LED lighting supplies and accessories including Lighting and Battery return systems.
2. Robotic Equipment – Self-propelled and programmed driverless auto-scrubbers, sweepers, vacuums, and extractors are available from Karcher, Nilfisk, NSS, Taski, and ICE.
3. Industrial Equipment – Karcher, Taski, and Nilfisk provide The City of Tucson with drivable equipment for parking lot and grounds maintenance.

Equipment and Machines

WAXIE's catalog includes all products manufactured by the following equipment vendors. WAXIE's vendors are among the largest international providers of cleaning equipment.

- Nilfisk Advance
- Karcher Windsor
- National Super Service
- IPC Eagle
- ProTeam
- Emerson
- WAXIE brand

These brands provide all of the equipment categories possibly needed to keep The City of Tucson and contract users' buildings clean.

Equipment Trade-Ins and Rentals

WAXIE will work with each location requesting an equipment trade-in to evaluate the equipment for resale and provide a trade-in allowance if applicable.

WAXIE provides rental equipment from each of our Inventory Centers based on availability. Each facility has a rental fleet available and WAXIE has established pricing for hourly, daily, weekend, weekly, and monthly rentals.

Leasing Options

WAXIE has several leasing options available to contract users for the acquisition of capital items. The benefits of WAXIE's leasing programs include:

- Fast turnaround on approval process
- Rate and term choices to suit each customer's needs
- Allows capital acquisition at low monthly rates getting the necessary capital at the time it's needed
- Allows facilities management to take advantage of productivity innovations as soon as they become available

Virtual Managed Inventory

WAXIE is pleased to offer Virtual Managed Inventory software technology to the City of Tucson that can be employed by City of Tucson employees. We feature custom and proprietary software for mobile devices that links automatically to our enterprise software for replenishment orders.

As the employee counts the inventory, the proprietary app adds items to a shopping cart based on each item's par values for the closet. When the employee has completed the count for the closet, the order will be submitted to our website for approval and processing through our Electronic Storefront. This process includes the ability to assign multiple users to a closet for the purpose of taking inventories and allowing backup personnel to take inventories due to planned or emergency absences.

Other capabilities of this system include, but are not limited to:

Scheduling of inventories by closet (daily, weekly or monthly basis) which is removed from the schedule after inventory is taken to avoid duplication by other assigned users

Order approvers

QR codes used for closet identification

History of previous orders and the ability to auto replenish

Offline inventory capability for areas that do not have connectivity to Wi-Fi or internet (automatically transmitted once connectivity is re-established)

As a cost savings opportunity, WAXIE offers the technology as described above at no charge to The City of Tucson enabling your employees to do the inventories. The City of Tucson would simply supply their employees with smart devices and WAXIE will provide the app. Please see Exhibit 3.2A VMI Brochure.

Deliver Clean Savings® (DCS) Program

WAXIE's proprietary supply chain management program, Deliver Clean Savings® can demonstrate and measure cost savings and is offered to qualifying customers.

The program involves a holistic, extensive survey of facility cleaning efficacy and efficiency. Logistics, processes, procedures, and products are assessed, and recommendations are formulated to optimize results and reduce costs. A collaborative strategic plan is formulated to implement goals and a path for long term continuous improvement.

Assessment Teams will meet with appropriate staff to discover concerns and goals, and then physically examine facilities, equipment, and products. Teams include Supply Chain, Equipment Assessment, Product Assessment, and Facilities Maintenance. The Assessment Teams typically spend a half day in the facility, and return the following day to present findings and cost savings opportunities.

Then together, our teams and yours build a strategic plan that will initiate improvement and savings. As the strategic plan is executed, the process is repeated to provide long term continuous improvement.

DCS® was created and refined to find inefficiencies in the supply chain and target those areas for potential savings. Please see our attached Exhibit A 3.2A WAXIE DCS® Brochure and Exhibit A 3.2A WAXIE Sample DCS® results.

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 City of Tucson/OMNIA 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.

Nationally, NETWORK will conduct site visits with our experienced selling organization to provide a customized supply chain solution for end users. The breadth and depth of our team allows us to be consultative sellers while tapping our experiences for best results. Also during the business reviews we will make recommendations for cost savings and process improvement. Our team will be responsible for implementing those changes after executive commitment is secured.

Nationally, NETWORK'S top Preferred Suppliers include; 3M, Berry Plastics, Dart/Solo, Diversey, Ecolab, Essity/TORK, Georgia Pacific/Dixie, GOJO, Heritage Bag, Hoffmaster, IPG, Kimberly Clark, Pactiv, and Rubbermaid. There are over one hundred additional Preferred Suppliers, these are just a few of the key partners. Hundreds of additional suppliers are available locally, as well as access to NETWORK distributor privately labeled products.

NETWORK, as an organization, focuses mainly on specific business segments: Commercial Real Estate/Building Services, Public Sector, Healthcare, Foodservice, Hospitality, Grocery, Industrial Packaging, and Commercial Print corporate accounts. NETWORK has the ability to provide order fulfillment for all products and categories listed within this RFP. Our strength is in these segments, utilizing our programs and products in the following categories, including but not limited to:

Paper products including, paper towels, bath tissues, facial tissues, seat covers, wipers, and related dispensers.

Trash collection including, can liners, waste receptacles, and bulk waste collection units.

Hand care including hand soaps, sanitizers, lotions, moisturizers, and related dispensers.

Janitorial cleaning aids and tools including mops, buckets, brooms, dusters, microfiber cloths and tools, janitor carts, floor and hand pads, bottles and sprayers, window and floor cleaning tools, restroom brushes and bowl mops.

Cleaning chemicals and related dispensing equipment for all standard and green certified products. Sub-categories include hard floor care cleaners, strippers, sealers, finishes, etc. for a variety of surfaces including wood, stone, concrete, etc.

Carpet care includes spotters, pre-sprays, cleaners, shampoos, extractions, and defoamers, etc. as well as carpet and upholstery soil/spill protection.

Also included are items such as air-care, specialty cleaners such as drain and dumpster maintenance, fluid retention, liquid deodorizers, cleaners and disinfectants specific to kitchen/food preparation areas, etc.

Kitchen and Laundry care products.

Entrance (interior and exterior) and work station floor mats.

Personal apparel and safety items including a wide variety of gloves, both disposable and reusable, disposable booties, hairnets and bonnets, disposable coats and overalls, protective eye wear, ear plugs, face masks and respirators, hearing protection, spill kits, etc.

Janitorial equipment and accessories including floor machines, vacuums, scrubbers, burnishers, shop and backpack vacs, blowers, etc.

Additional items, including copy papers, break room and kitchen disposables (cups, plates, straws, napkins, etc.), small housewares, and kitchen appliances.

BOOST, NETWORK's proprietary program to assist locations with facilities assessments, product reviews, SKU consolidation, best practices, and continuous improvement. Please see the attached Exhibit A 3.3A – NETWORK Boost Overview and Exhibit A 3.3A – NETWORK Boost Assessment.

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.

NETWORK and WAXIE buy directly from manufacturers for our corporate accounts, allowing us to provide timely delivery to customers across our footprint.

NETWORK and WAXIE are able to offer freight free delivery to all City of Tucson locations as outlined in this RFP. Additional locations will be aligned with NETWORK's nationwide distribution centers. 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.

Our orders are shipped on company owned delivery vehicles; operated by our uniformed personnel, as part of a scheduled delivery route. We feel this is an extension of our commitment to providing the best possible customer service, throughout the entire process. In the event that is not feasible, the following modes of delivery are available: Fed-Ex, UPS, USPS, LTL delivery carrier, special delivery courier, and customer pick-up (with prior notification).

NETWORK services the following geographic areas:

- U.S. – All 50 states, plus Puerto Rico
- Mexico – All states within Mexico
- Canada – All provinces within Canada
- Caribbean Countries – Select countries in the Caribbean

Areas out of CONAS may incur additional charges, depending on order dynamics and location.

C. Describe how Participating Agencies are ensure 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.

NETWORK has an internal audit process which will periodically spot check random locations and products for accuracy.

NETWORK partners with our Customers to define compliance requirements and clearly communicate expectations within NETWORK, Distributors, and our customer's organizations. NETWORK has a dedicated Compliance team that takes a proactive approach to monitoring performance, implementing corrective actions, and identifying continuous improvement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All current and future locations pursuant to this contract will be serviced directly by NETWORK. We do not utilize or subcontract sales services and order processing of customer needs to outside sources. One or more of NETWORK's 400 distribution centers would be aligned with future PPA locations. Once sites are identified, NETWORK will assign individual locations to a NETWORK distributor to begin the implementation process outlined within this RFP. The same multi-layered sales approach and activities would be replicated at each location.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

For The City of Tucson and all WAXIE serviced sites, WAXIE has 23 locations that include ten (10) Regional Inventory Centers servicing eleven (11) states that include: California, Oregon, Washington, Alaska, Arizona, Nevada, Utah, Idaho, Colorado, Wyoming, and parts of Montana.

The California Regional Inventory Center locations are San Diego, Santa Ana, Ontario, Livermore, and Sacramento. We have satellite locations in San Jose, Santa Rosa, El Centro, and Thousand Palms totaling over 535K square feet of inventory.

Outside of California, we have Regional Inventory Centers in Mesa AZ, Salt Lake City UT, Denver CO, Las Vegas NV, Seattle WA, Anchorage AK, with several satellite locations in the following cities and states: Tucson AZ, Portland OR, Spokane WA, Boise ID, Idaho Falls ID, St. George UT, Colorado Springs CO, and Fairbanks AK, providing an additional 445K square feet of inventory to assist with any additional supply needs.

WAXIE has a service center in each of the ten (10) main inventory centers. Hours of operation are 8am to 5pm local time, excluding weekends and holidays. Each service center is fully equipped and staffed daily with access to local parts inventory between \$50,000 and \$250,000.

Please see Exhibit A 3.2E for a complete list of WAXIE Office/Distribution/Will Call/Service Centers with exact location and contact information.

The City of Tucson will continue to be serviced by WAXIE, as it is today, and has been for many years.

Should entities in addition to The City of Tucson choose to take advantage of this offering, those locations would be aligned with a NETWORK distributor best qualified to provide delivery, product fulfillment, sales services, etc., to meet the needs of those PPA facilities.

Attached is a listing of NETWORK distributor sites. Exhibit A – 3.2 E NETWORK Distributor Warehouses

At many of these distribution sites, local will call capability is available to meet same day needs when required by agencies.

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, Public Sector team within first 90 days

As noted above, this contract will be one of our primary go to market strategies. NETWORK and OMNIA sales teams have been working together for the last seven years. Most team members have regular contact with their OMNIA Peer. Together the teams spend time focused on end user calls, strategy planning, and additional training.

This existing relationship will allow us to hit the road running and reduce ramp up time.

- 2019 sales run rate of \$100M
- Jointly selling over 5,000 agencies nationally
- Daily engagement between NETWORK sellers and Omnia team
- Targeting activities are ongoing throughout the year
- Developed training module (Bootcamp 101) for distribution sellers, supplier partners and Omnia team
- Multiple marketing campaigns throughout the year with suppliers to targeted agencies
- Participate in Omnia regional trade shows as well as national events such as NIGP
- Conduct business reviews with Omnia 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 Omnia team as needed

- 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, Public Sector 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, Public Sector 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, Public Sector.
 - 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, Public Sector internet web-based homepage on Supplier's website with:
 - OMNIA Partners, Public Sector 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, Public Sector's website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Please see Exhibit A 3.3B 90-Day Marketing Plan for how NETWORK and WAXIE intend to drive nationwide use of the Master Agreement.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. 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.

For The City of Tucson and all sites serviced by WAXIE Sanitary Supply, when it's in the Public Agency customer's best interests both from a service and value standpoint to transition them to the Master Agreement available through OMNIA Partners, WAXIE is able to draw upon significant experience marketing and transitioning accounts of similar size and scope to The City of Tucson RFP.

WAXIE services over 4,200 public sector customers with over 15,000 Ship-to locations throughout the western United States. This includes more than 1,900 customers with more than 8,300 Ship-tos in the K12-secondary and higher education markets.

WAXIE brings excellence in distribution and service as well as excellence in manufacturing from the products we distribute. Please see Exhibit A 3.3C for WAXIE Government Solutions Brochure.

WAXIE has been competitively awarded and very successfully implemented MRO and/or JanSan contracts with the States of Utah, Colorado, Oregon, and Arizona. The State of Oregon contract is used collaboratively by the State of Washington. WAXIE has provided contract service to NASPO's predecessor, WSCA, through a contract for janitorial supplies and equipment that was used via participating addendum in Washington, California, Utah, Alaska, and Oregon.

WAXIE has a contract with State of Texas Education Department, Region 14 Education Service Center, for Comprehensive Institutional and Janitorial Supplies and Services. The Region Fourteen contract is used by over 1,700 political subdivisions in 16 states. WAXIE also provides service as an agent for NETWORK Services to City of Tucson for their Janitorial Supplies contract serving over 400 clients in Arizona, California, Nevada, Washington, and Oregon. WAXIE was also competitively awarded RFPs for 1GPA and Mohave Educational Services Cooperative, both for Janitorial Supplies, Equipment and Services. These contracts have product and service requirements similar in size and scope to The City of Tucson RFP.

WAXIE has successfully marketed these contracts to over 4,200 public sector customers with over 15,000 Ship-to locations. WAXIE has negotiated several hundred supplemental agreements with political subdivisions using these contracts.

For the rest of the nation, NETWORK will be responsible for transitioning accounts. For any Public Agency customer accounts where a transition to the Master Agreement available nationally through OMNIA Partners is in the best interest of the customer both from a service and value standpoint.

Please see NETWORK's attached Exhibit A 3.3C NETWORK Implementation Outline.

NETWORK currently holds cooperative contracts for City of Tucson and Region 4 ESC. Our local DSRs work alongside OMNIA 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.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

WAXIE understands, acknowledges, and agrees to comply with all aspects of section 3.3 D.

For the national breadth of the contract NETWORK agrees to provide its logo for reproduction but requests review by their marketing department prior to use.

- 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, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector 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

WAXIE and NETWORK understand, acknowledge, and agree to comply with all aspects of section 3.3 E.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
 - iv. Knowledge of benefits of the use of cooperative contracts

WAXIE and NETWORK understand, acknowledge, and agree to comply with all aspects of section 3.3 F.

- NETWORK and OMNIA Partners developed a training methodology known as Boot-Camp 1.0.
- Boot-Camp was established to train NETWORK sales reps, OMNIA sellers, and Supplier Partners on the specifics of our supply agreement and how to position it in the market place.
- This training requires pre-work to be done by all attendees to participate in the 2 ½ - 3 hour session.
- The trainers, both OMNIA and NETWORK employees, take the participants through an interactive session where we share best practices and supply agreement content.
- Upon the completion of the training session we identify targets for each participant and will spend the next 90 days tracking their activity with the target. We provide constructive criticism and assistance to help gain sales into those targets.
- These training sessions usually have 20+ attendees and are conducted at various locations within the US.
- As the contract matures and new candidates are ready to be trained we develop additional modules to reflect the skill level of the sellers.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Steve Thomas, VP – Corporate Accounts

sthomas@waxie.com

(858) 292-8111 x 620

Rebecca Barraza, VP – Business Development

rbarraza@networkdistribution.com

949.370.5280

ii. Marketing

Trent Fitzgerald, Director of Brand and Media Communications

tfitzgerald@waxie.com

(858) 292-8111 x 782

Lynda Whittle, Director-Marketing and Sales Operations

lwhittle@networkdistribution.com

224.361.2194

iii. Sales

Amanda Parent, Corporate Accounts Director

aparent@waxie.com

(619) 606-6100

Frank Barretta, Executive Director

fbarretta@networkdistribution.com

201.310.4708

iv. Sales Support

Jeffrey Mattson, Corporate Accounts Specialist

jmattson@waxie.com

(858) 292-8111 x 636

Ryan Stoner, Corporate Account Partner

rstoner@networkdistribution.com

224.361.2115

v. Financial Reporting

Grant Holm, CFO

gholm@waxie.com

(858) 292-8111 x 854

Mike Johnson, CFO

mjohnson@networkdistribution.com

224.361.2233

vi. **Accounts Payable**
Stephanie Bonds, Lead A/P Bookkeeper
sbonds@waxie.com
(858) 292-8111 x 745

Yelena Veksler, VP – Finance
yveksler@networkdistribution.com
224.361.2152

vii. **Contracts**
Randy Hammond, Corporate Accounts Service Director
rhammond@waxie.com
(858) 292-8111 x 621

Kathi Bond, Director, Category Development
kbond@networkdistribution.com
224.361.2122

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.

For The City of Tucson and all sites serviced by WAXIE, 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. All Team Members are guided and supported by Corporate Accounts Director Amanda Parent, V.P. Corporate Accounts, Steve Thomas, and WAXIE President & COO, Jeff Roberts.

Nationally, a dedicated Account Manager, TBD, is 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.

Frank Barretta, Executive Director, will continue to oversee and manage the partnership with the OMNIA corporate purchasing team. Frank is responsible for communicating program details and requirements throughout the NETWORK organization. Frank has had a relationship with the National IPA/OMNIA corporate team for over a decade. Contact information is provided above.

Rebecca Barraza, Vice President of Business Development is available to assist Frank Barretta with new and existing opportunities and challenges, as needed. Rebecca will also act as resource when Frank is unavailable during personal time out of the office. Contact information is provided above.

Kevin Rudd, Chief Sales and Marketing Officer, is a valuable resource the entire sales team, internally at NETWORK corporate, as well as for our distributors.
krudd@networkdistribution.com, or 847.219.9643.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

For The City of Tucson and WAXIE serviced sites, WAXIE's Corporate Accounts Director will generate target lists with location and department level detail, using existing BI software. WAXIE CAD will schedule launch meetings at WAXIE Branch offices, within 30 days of award, to share target information, and to introduce WAXIE sellers to OMNIA Partners sellers. Sellers can coordinate schedules to either create joint sales calls or

to divide workload, as appropriate. The City of Tucson locations will receive first priority in targeting opportunities. Other PPA's in WAXIE's geographic footprint will be prioritized by size of opportunity and perceived likelihood of success. Efforts will be tracked within WAXIE via CRM software. WAXIE CAD will maintain regular communication with OMNIA Partners counterpart to monitor and direct continued efforts.

For the rest of the nation, NETWORK and its distributors have a history of working with the OMNIA sellers to drive sales. Sellers are trained to align our sales reps to an OMNIA 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.

NETWORK 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.

OMNIA and NETWORK sellers often spend time together making joint calls and sharing of information in their local markets. With our 3,000 sales reps and OMNIA's sales resources we have excellent coverage throughout the continental U.S.

- 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 setup, timely contract administration, etc.

As in our existing OMNIA relationship, there are touch points at all levels and daily engagement. Our sales teams meet for purposes of targeting, joint calls, and sharing of local information. Sales leadership for both organizations speak almost daily to address selling efforts and plan strategies. Marketing teams are developing initiatives to drive sales. Training is ongoing beyond the initial phase of contract details, there are constant updates to make sure our teams are in the know and current.

- 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.

WAXIE is a private, family-owned business. Due to our closely held nature, WAXIE does not disclose specific sales information. WAXIE services over 4,200 public sector customers with over 15,000 Ship-to locations throughout the western United States. This includes more than 1,900 customers with more than 8,300 Ship-to's in the K12-secondary and higher education markets. Our annual Public Agency sales are in the 9 digits.

NETWORK services almost 5,000 public sector customer locations in more than 30 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 \$50 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, Printing Papers, and Miscellaneous products.

- 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.

For The City of Tucson and all WAXIE serviced sites, WAXIE uses an IBM System I based software application from Infor called Distribution A+ as its ERP. Our e-commerce and PunchOut functionality is also provided by Infor called Storefront, which integrates to our ERP. Our main data center is located in San Diego, CA and our backup data center is located in WAXIE's Mesa, AZ branch. All of WAXIE's servers and application have redundant backups in Mesa for DR purposes.

WAXIE utilizes a cXML and XML based functionality for integrating to Oracle customers. We offer cXML PunchOut which ensures the customer's backend systems have visibility to the items being ordered.

WAXIE also offers traditional EDI capabilities as one of the many ways in which we increase efficiencies in the order process and reduce our impact on the environment.

WAXIE has a number of different web-based solutions to support order management and fulfillment.

WAXIE's shining differentiator when it comes to order entry is our online platform known as Web@Work. Web@Work® is WAXIE's robust e-commerce solution and is a full-featured online ordering platform. Orders placed via Web@Work® are submitted to our warehouse immediately to avoid any delay in processing. Our spend reduction model is an integral part of this platform. Web@Work® system capabilities include, but are not limited to:

- Real-time inventory levels at the appropriate shipping locations
- Real-time order status
- Accounts receivable information
- Real-time open invoices
- Real-time paid invoices with detailed payment history and information
- Ability to research previous order information
- Ability to research product usage by ship-to and export data
- Ability to place orders online with secured checkout
- Customized shopping lists
- Access to SDS, 7/24
- Detailed product information including pictures and specifications
- Suggested alternate and replacement items
- Ability to use procurement/credit cards
- Ability to have multiple order approval levels
- Multiple email confirmations
- Search and order by either customer item number or vendor item number
- Select multiple shipping locations by user
- Ability to utilize General Ledger numbers for each item
- Option to hide product pricing from specified users
- Budget control by month or by order
- Product purchase restrictions

Additionally, WAXIE Web@Work® contains advanced functionality of ship-to level budgeting through WAXIE's Spend Management and the ability to set up a user's customized shopping list. Orders placed via the web are submitted to our warehouses immediately, ensuring no delay for our next day delivery cut off times. Cut off times vary by location; any order received prior to 3:00pm local time ensures next day delivery.

Web@Work® can be found at shop.waxie.com. Please see Exhibit A 3.3K WAXIE Web@Work® Brochure.

WAXIE also offers our customers several convenient methods for placing their orders including the traditional means of phone, fax, or email. Your customer service representative can take an order via telephone or email and you can also contact your dedicated Account Consultant to order via these methods.

Nationally, NETWORK would need to fully understand the exact needs and expectations of future PPA locations, to define the appropriate ordering options. Below are some examples.

Ordering options include:

- NETWORK's NetSupply web ordering system
- EDI
- Phone to local NETWORK distributor
- local NETWORK distributor ordering system
- Fax/e-mail to local NETWORK distributor
- Integration with other platforms

NetSupply is NETWORK's web-based order entry system. We've designed the tool to closely replicate consumer online order placement which ensures a simple, intuitive ordering process. NetSupply is supported by a long list of capabilities that focus on controlling costs.

- 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

Some of our e-commerce offerings include:

ELECTRONIC CONSOLIDATED INVOICING

- Multiple sorting options, e.g., by location, by invoice #
- Multiple data display options, e.g., invoice header information, line item detail
- Based on customer-defined time period, e.g., monthly, bi-weekly, weekly
- Invoices transferred via the Internet or FTP
- Consolidate into standard electronic file, e.g., delimited ASCII flat file such as .csv or .xls
- Custom ASCII flat file format or XML file format available
- Insertion of customer G/L codes, department or location numbers available
- Ability to cross-reference item #'s to customer G/L codes available
- Transfer via magnetic tape, disk or CD available

EDI AND OTHER ELECTRONIC INVOICING

- EDI through Value Added NETWORK® s (VAN) or FTP
- Standard EDI 810 invoice
- Customized EDI 810 invoice available
- Invoice in standard ASCII flat file format
- Transfer via Internet or FTP
- XML file format or Custom ASCII flat file format available

PAYMENT METHODS

- Electronic funds transfer (EFT)
- Automated clearing house (ACH)
- EDI 820 remittance
- Other electronic formats

Schedule a demonstration with our e-Commerce team or visit our website for an introduction to our e-Commerce site: www.networkdistribution.com/netsupply, for a self-guided tour.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector 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 administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

In that there is no requirement that The City of Tucson must purchase from this contract and as there may be multiple awardees to this RFP, WAXIE and NETWORK do not wish to guarantee 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.

- Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
- 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, Public Sector under the Master Agreement.
- 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, Public Sector).
- 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.

WAXIE and NETWORK will deploy whichever strategy we believe will help us earn the business. Our local Account Consultants work alongside OMNIA 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 Public Agency based on optimizing the benefits of this agreement.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSALS NO. 202329

**JANITORIAL AND SANITATION SUPPLIES, EQUIPMENT, AND RELATED
SERVICES**

AMENDMENT NO. ONE (1)

DATE ISSUED: NOVEMBER 13, 2019

The referenced document has been modified as per the attached Amendment No. 1.

Please sign this Amendment where designated and return the executed copy with your submittal. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to **ANDREW KLOS**, Senior Contract Officer at (520) **837-6685** or Andrew.Klos@tucsonaz.gov.

REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-6685
ISSUE DATE: **OCTOBER 28, 2019**

RFQ NO.: **202329**
RFP AMENDMENT NO.: **1**
PAGE 2 of 3
DUE DATE: **FRIDAY, DECEMBER 6, 2019**
RESPONSIBLE CONTRACT OFFICER: **ANDREW KLOS**

JANITORIAL AND SANITATION SUPPLIES, EQUIPMENT, AND RELATED SERVICES

**A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SUBMITTAL.
THIS RFQ IS AMENDED AS FOLLOWS:**

ITEM 1: DUE DATE

Submittal Due Date Remains **Friday, December 6, 2019 at 2:00 PM Local AZ Time.**

ITEM 2: CORRECTION OF TERM AND RENEWAL

Paragraph 3 (Term and Renewal) of the Special Terms and Conditions shall be replaced in its entirety with the following:

- 3. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for one (1) additional two-year period or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

ITEM 3: QUESTION & ANSWER

The City has received the following question. The question, along with the City's response, is provided below:

Question One: If my firm will be taking exceptions to the Omnia National Agreement, are we precluded from being awarded this contract?

Answer: Taking exceptions to the Omnia Administrative agreement, which is part of the City's solicitation, does not preclude your firm from offering on the solicitation. However, the Administrative Agreement with Omnia Partners will be negotiated between Omnia and the selected supplier at the time of award. In accordance with Instructions to Offerors, Paragraph 10 (Exceptions to Contract Provisions):

"Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail."

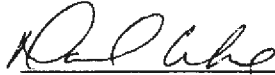
REQUEST FOR QUALIFICATIONS AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-6685
ISSUE DATE: **OCTOBER 28, 2019**

RFQ NO.: **202329**
RFP AMENDMENT NO.: **1**
PAGE 3 of 3
DUE DATE: **FRIDAY, DECEMBER 6, 2019**
RESPONSIBLE CONTRACT OFFICER: **ANDREW KLOS**

****END OF AMENDMENT****

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.



Signature

Date

Daniel Ceko, Treasurer and Corporate Counsel

Print Name and Title

Network Services Company

Company Name

1100 E. Woodfield Road, Suite 200

Address

Schaumburg Illinois

60173

City

State

Zip

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 \$150,000, 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 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 \$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 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, *OC*

(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, *OC*

(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, *OC*

(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, *OC*

(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, *OC*

(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, *OC*

(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, *OC*

(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 *OC*

(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 (I) 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 *OC*

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 *OC*

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 *OC*

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 *DC*

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 *DC*

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 *DC*

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: Network Services Company

Address, City, State, and Zip Code: 1100 E. Woodfield Road, Suite 200, Schaumburg, IL 60173

Phone Number: 800.683.0334 Fax Number: 224.361.4200

Printed Name and Title of Authorized Representative: Daniel Ceko, Treasurer & Corporate Counsel

Email Address: dceko@networkdistribution.com

Signature of Authorized Representative: *Daniel Ceko* Date: 12/1/15

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1053780	HERITAGE BAG	H8647SC	Superclr Liner 42X48 Ldpeclr 1.15Mil	Can Liners	CS	\$63.67	66%	\$21.45
1053875	HERITAGE BAG	H7658PW	Liner 40X48 Ldpe Wht Ehd 1.5 Mil	Can Liners	CS	\$79.05	65%	\$27.67
1002022	HERITAGE BAG	Z6640VN R01	Liner 33X40 30 Gal HDPE Nat 16 Mic	Can Liners	CS	\$50.13	60%	\$20.22
1051074	HERITAGE BAG	H6644TK R01	Liner LD 33" x 47" 0.90 Mil Blk Coreless	Can Liners	CS	\$40.18	65%	\$14.07
1050917	HERITAGE BAG	H8046TC R01	Liner40x46 40-45glNat.9 Mil20RI	Can Liners	CS	\$39.82	60%	\$15.93
1055161	HERITAGE BAG	X8647AK	Blk Max Liner 43X47 Ldpe Blk Ehd1.5Mil	Can Liners	CS	\$88.02	68%	\$28.21
VARIES	PRIVATE LABEL	36583B	Liner LD 36X58 3Mil 55Gl Blk	Can Liners	CS	\$108.21	73%	\$29.23
1200835	HERITAGE BAG	X6639AK R01	Liner 33X39 33Gl Repro Blk 1.5 Mil	Can Liners	CS	\$85.54	71%	\$25.20
1057501	HERITAGE BAG	Z4833LN R01	Liner 24X33 12-16Gal HDPE Nat 8Mic	Can Liners	CS	\$63.23	60%	\$25.20
1051301	HERITAGE BAG	X8046AK R01	Liner 40x46 40-45gl ReproBlk1.5Mil	Can Liners	CS	\$73.94	68%	\$23.70
VARIES	PRIVATE LABEL	36581BM	BlkMax Liner 36X58 Ldpe Blk 1Mil EhdFp	Can Liners	CS	\$48.57	57%	\$20.81
1056484	HERITAGE BAG	X7658AK R01	Liner 38" x 58" 8lk 1.5 Mil	Can Liners	CS	\$110.03	75%	\$27.54
1003454	HERITAGE BAG	X7658PK	Liner 38" x 58" LLDPE Blk 1.3 Mil FP	Can Liners	CS	\$69.45	64%	\$24.66
1003100	HERITAGE BAG	X7658QK	BlkMax Liner 36X58 Ldpe Blk 2Mil EhdFp	Can Liners	CS	\$128.10	71%	\$36.80
1003204	HERITAGE BAG	X8046QK	Blk Max Liner 40x46 LLDPE Blk 2Mil FP	Can Liners	CS	\$103.22	69%	\$31.59

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1289252	HERITAGE BAG	H7450HC R01	Liner 37x50 Clr 0.70 Mil	Can Liners	CS	\$51.25	65%	\$17.93
1085573	CLOROX	15948	Clorox Disinfecting Wipes 8x7 Wht Lemon	Chemicals	CS	\$58.30	46%	\$31.64
1085468	CLOROX	15949	Clorox Wet Wipe 7x8 Cloth WhtFrsh Disinf	Chemicals	CS	\$85.93	63%	\$31.64
320200	PRIVATE LABEL	210	Solsta210 Floor Cleaner 3L NonToxic Neut	Chemicals	CS	\$109.34	57%	\$47.20
	SPARTAN	471602	NABC Concentrate DisinfCleaner 2 L #1 NA	Chemicals	CS	\$134.43	43%	\$76.99
1242993	DIVERSEY	904716	Stride Floor Cleaner 2.5L Orng Ctrs Neut	Chemicals	CS	\$284.42	46%	\$153.57
1291804	HOSPECO	EV1	Evogen DspnsrDual FeminineHygiene 25Cent	Chemicals	CS	\$738.70	64%	\$267.71
170700	PRIVATE LABEL	764	Solsta DisinfCleaner 3L QuatLmn #764Neut	Chemicals	CS	\$108.99	51%	\$53.69
1250683	3M	50051125858613	Scotchgrd Floor Protector 1gl WtrBsdRslnt	Chemicals	CS	\$334.52	44%	\$187.07
	SPARTAN	405505	iShine Floor Finish 5 gal Wht	Chemicals	PL	\$139.04	46%	\$75.43
160115	PRIVATE LABEL	330	GrnSlst330 OdorEliminator3L FrshMst	Chemicals	CS	\$270.00	51%	\$131.95
1217140	IMPACT	8642XL	Glove Nitr GP PF Blk ProGrd XL	Gloves	CS	\$195.68	71%	\$56.53
1172044	IMPACT	8642L	Glove Nitr GP PF Blk ProGrd Lg	Gloves	CS	\$195.68	71%	\$56.53
1265847	3M	55654W	Easy Trap Duster 8"x6"x125' 250Sht	Janitorial Supplies	CS	\$95.26	45%	\$52.10
1289824	CLOROX	60010	Total 360 Electrostatic Sprayer	Janitorial Supplies	CS	\$8,770.00	31%	\$6,028.57
VARIES	LOCAL	CE18	Carpet Extractor 18" 12gl Self-Contained	Janitorial Supplies	EA	\$2,402.00	11%	\$2,144.99

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
VARIES	LOCAL	STM17	Versa HP Steam Machine 17gal	Janitorial Supplies	EA	\$4,149.22	23%	\$3,194.20
1000725	IMPACT	25177673	Cover Toilet Seat 1/2 Fold	Janitorial Supplies	CS	\$87.27	61%	\$33.74
1158822	GOJO	8816-03	Gojo Hand Soap 1250mL Grn Botanical Rfl	Skin Care	CS	\$75.47	58%	\$31.96
1001439	GOJO	5262-02	Gojo HandSoap 2000mL Antibac OrngBlsmRfl	Skin Care	CS	\$88.47	55%	\$39.90
1305319	GOJO	5161-03	Hand Soap 1250mL Pnk Cranberry Rfl	Skin Care	CS	\$80.40	51%	\$39.35
1163722	GOJO	1911-02	Grn Hand Soap 1200mL DyFragFrClnTch	Skin Care	CS	\$74.39	51%	\$36.39
1163723	GOJO	1912-02	Gojo LTX12 HandWash Foam Antibacterial	Skin Care	CS	\$81.84	51%	\$40.05
1158583	GOJO	8811-03	Gojo Hand Soap 1250mL Clr Rfl	Skin Care	CS	\$75.47	58%	\$31.96
1243980	GOJO	1916-02	Gojo Hand Soap 1200mL BluPomegranateRfl	Skin Care	CS	\$74.39	51%	\$36.39
1158583	GOJO	8811-03	Clean Touch Hand Soap 1250mL DyeFragFr	Skin Care	CS	\$75.47	58%	\$31.96
1091715	GOJO	5165-03	Gojo Hand Soap 1250mL Ylw	Skin Care	CS	\$82.83	50%	\$41.17
1000486	KIMBERLY CLARK	91552	Kleenex Hand Soap 1.0L Pnk Citrus Flrl	Skin Care	CS	\$81.26	46%	\$44.22
1253185	ECOLAB	6100870	Facilipro Hand Soap 1.3 L Ylw Mild Foam	Skin Care	CS	\$347.18	34%	\$228.13
1241871	GOJO	5261-02	Hand Soap 2000mL Pnk Cranberry Rfl	Skin Care	CS	\$80.36	51%	\$39.32
1158583	GOJO	8811-03	Hand Soap 1250mL Clr Refill	Skin Care	CS	\$75.47	58%	\$31.96
1091439	Kimberly-Clark	91556	Hand Soap Azure 1L Blu Mild	Skin Care	CS	\$60.24	42%	\$35.12

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1305319	GOJO	5161-03	Gojo Hand Soap 1250mL Pnk Cranberry	Skin Care	CS	\$80.40	51%	\$39.35
1243980	GOJO	1916-02	Green Hand Soap 1200mL PomeberryRfl	Skin Care	CS	\$74.39	51%	\$36.39
1274947	KIMBERLY CLARK	2001	Clean & Soft Roll Towel 900 ft Wht	Towel & Tissue	CS	\$136.80	68%	\$43.69
1002506	GEORGIA PACIFIC	13728	Acclaim Bath Tissue 1000' JumboJr PprWht	Towel & Tissue	CS	\$82.84	73%	\$22.33
1001619	GEORGIA PACIFIC	26301	Envision Towel 800' Paper Brn	Towel & Tissue	CS	\$88.51	73%	\$24.23
1024360	GEORGIA PACIFIC	89430	enMotion Towel Roll 700' 1Ply Wht Roll	Towel & Tissue	CS	\$196.00	70%	\$59.08
1025977	ESSITY	TS1636S	Tork Bath Tissue 3.6x1000' Ppr Wht 2-Ply	Towel & Tissue	CS	\$131.06	66%	\$44.91
500J	PRIVATE LABEL	BT5002	Waxie Bath Tissue 500 Sheet Wht 2-Ply	Towel & Tissue	CS	\$93.17	59%	\$38.65
1002503	KIMBERLY CLARK	4142	Scott Roll Towel 8"x800' Ppr Brn Hard Rl	Towel & Tissue	CS	\$175.20	74%	\$46.34
1025970	ESSITY	TM1616S	Tork Bath Tissue Paper Wht 500/rl	Towel & Tissue	CS	\$120.47	70%	\$36.56
1000532	GEORGIA PACIFIC	19375	Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS	\$180.50	73%	\$47.85
1145606	GEORGIA PACIFIC	26480	SofPull Roll Towel 7.87x1000' Ppr BrnEmb	Towel & Tissue	CS	\$160.83	72%	\$44.48
1000423	KIMBERLY CLARK	1804	Scott Flded Twl 9.2x9.4 Ppr Wht MultiFld	Towel & Tissue	CS	\$90.84	75%	\$22.85
1001670	KIMBERLY CLARK	4460	Scott Bath Tissue 4.1x4 Ppr Wht Std Roll	Towel & Tissue	CS	\$157.95	72%	\$44.54
1000536	GEORGIA PACIFIC	19880/01	Envision Bath Tissue 4.5x4.05 5505ht Wht	Towel & Tissue	CS	\$136.84	69%	\$42.70
1000446	KIMBERLY CLARK	7805	Scott Bath Tissue 3.55"x1000' Ppr Wht 2P	Towel & Tissue	CS	\$188.40	83%	\$31.20

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1024269	ESSITY	RK800E	Tork Roll Towel 7-7/8" x 800' Ppr Nat	Towel & Tissue	CS	\$95.79	73%	\$26.07
1024270	ESSITY	290088	Tork Universal Hand Towel 7.75" Nat	Towel & Tissue	CS	\$134.17	74%	\$34.29
1145607	GEORGIA PACIFIC	26470	SofPull Roll Towel 7.87" x 1000' Ppr Wht	Towel & Tissue	CS	\$172.84	72%	\$48.83
1025734	ESSITY	TJ0912A	Tork Bath Tissue 2000' JumboRecycFbr Wht	Towel & Tissue	CS	\$113.57	71%	\$32.94
1274947	KIMBERLY CLARK	2001	Scott Roll Towel 8" x 950' Paper Wht	Towel & Tissue	CS	\$136.80	68%	\$43.69
1274947	KIMBERLY CLARK	2001	Scott Essential Roll Towel 8"x950'PprWht	Towel & Tissue	CS	\$136.80	68%	\$43.69
1001332	Kimberly Clark	1005	Scott Roll Towel Paper 8" x 1000' Wht	Towel & Tissue	CS	\$166.60	78%	\$36.60
1002504	KIMBERLY CLARK	5102	Tissue Bath 1Ply Earth First	Towel & Tissue	CS	\$172.18	68%	\$55.10
1167844	KIMBERLY CLARK	25703	Scott Roll Towel 7.5" x 1150' Gry Wht	Towel & Tissue	CS	\$225.44	74%	\$58.97
1024880	GEORGIA PACIFIC	89480	enMotion Roll Towel 10" x 800' Paper Brn	Towel & Tissue	CS	\$171.67	71%	\$49.45
1000441	KIMBERLY CLARK	7006	Scott Bath Tissue 3.7" x 1150' Paper Wht	Towel & Tissue	CS	\$155.20	75%	\$39.35
1282435	GEORGIA PACIFIC	26495	PacificBlueUltra RI Towel 7.8"x1150' Brn	Towel & Tissue	CS	\$192.34	71%	\$55.21
1001868	GEORGIA PACIFIC	89460	enMotion Roll Towel 10" x 800' Paper Wht	Towel & Tissue	CS	\$178.66	71%	\$51.90
1000535	GEORGIA PACIFIC	19378	Compact Bath Tissue 4" x 4.5" 2 Ply Crls	Towel & Tissue	CS	\$140.50	74%	\$36.50
1000532	GEORGIA PACIFIC	19375	Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS	\$180.50	73%	\$47.85
TOTAL:							\$15,007.20	

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1053780	HERITAGE BAG	H8647SC	Superclr Liner 42X48 Ldpeclr 1.15Mil	Can Liners	CS	\$63.67	66%	\$21.45
1053875	HERITAGE BAG	H7658PW	Liner 40X48 Ldpe Wht Ehd 1.5 Mil	Can Liners	CS	\$79.05	65%	\$27.67
1002022	HERITAGE BAG	Z6640VN R01	Liner 33X40 30 Gal HDPE Nat 16 Mic	Can Liners	CS	\$50.13	60%	\$20.22
1051074	HERITAGE BAG	H6644TK R01	Liner LD 33" x 47" 0.90 Mil Blk Coreless	Can Liners	CS	\$40.18	65%	\$14.07
1050917	HERITAGE BAG	H8046TC R01	Liner40x46 40-45glNat.9 Mil20RI	Can Liners	CS	\$39.82	60%	\$15.93
1055161	HERITAGE BAG	X8647AK	Blk Max Liner 43X47 Ldpe Blk Ehd1.5Mil	Can Liners	CS	\$88.02	68%	\$28.21
VARIES	PRIVATE LABEL	36583B	Liner LD 36X58 3Mil 55Gl Blk	Can Liners	CS	\$108.21	73%	\$29.23
1200835	HERITAGE BAG	X6639AK R01	Liner 33X39 33Gl Repro Blk 1.5 Mil	Can Liners	CS	\$85.54	71%	\$25.20
1057501	HERITAGE BAG	Z4833LN R01	Liner 24X33 12-16Gal HDPE Nat 8Mic	Can Liners	CS	\$63.23	60%	\$25.20
1051301	HERITAGE BAG	X8046AK R01	Liner 40x46 40-45gl ReproBlk1.5Mil	Can Liners	CS	\$73.94	68%	\$23.70
VARIES	PRIVATE LABEL	36581BM	BlkMax Liner 36X58 Ldpe Blk 1Mil EhdFp	Can Liners	CS	\$48.57	57%	\$20.81
1056484	HERITAGE BAG	X7658AK R01	Liner 38" x 58" Blk 1.5 Mil	Can Liners	CS	\$110.03	75%	\$27.54
1003454	HERITAGE BAG	X7658PK	Liner 38" x 58" LLDPE Blk 1.3 Mil FP	Can Liners	CS	\$69.45	64%	\$24.66
1003100	HERITAGE BAG	X7658QK	BlkMax Liner 36X58 Ldpe Blk 2Mil EhdFp	Can Liners	CS	\$128.10	71%	\$36.80
1003204	HERITAGE BAG	X8046QK	Blk Max Liner 40x46 LLDPE Blk 2Mil FP	Can Liners	CS	\$103.22	69%	\$31.59

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TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1289252	HERITAGE BAG	H7450HC R01	Liner 37x50 Clr 0.70 Mil	Can Liners	CS	\$51.25	65%	\$17.93
1085573	CLOROX	15948	Clorox Disinfecting Wipes 8x7 Wht Lemon	Chemicals	CS	\$58.30	46%	\$31.64
1085468	CLOROX	15949	Clorox Wet Wipe 7x8 Cloth WhtFrsh Disinf	Chemicals	CS	\$85.93	63%	\$31.64
320200	PRIVATE LABEL	210	Solsta210 Floor Cleaner 3L NonToxic Neut	Chemicals	CS	\$109.34	57%	\$47.20
	SPARTAN	471602	NABC Concentrate DisinfCleaner 2 L #1 NA	Chemicals	CS	\$134.43	43%	\$76.99
1242993	DIVERSEY	904716	Stride Floor Cleaner 2.5L Orng Ctrs Neut	Chemicals	CS	\$284.42	46%	\$153.57
1291804	HOSPECO	EV1	Evogen DspnsrDual FeminineHygiene 25Cent	Chemicals	CS	\$738.70	64%	\$267.71
170700	PRIVATE LABEL	764	Solsta DisinfCleaner 3L QuatLmn #764Neut	Chemicals	CS	\$108.99	51%	\$53.69
1250683	3M	50051125858613	Sctchgnd Floor Protector 1gl WtrBsdRsint	Chemicals	CS	\$334.52	44%	\$187.07
	SPARTAN	405505	iShine Floor Finish 5 gal Wht	Chemicals	PL	\$139.04	46%	\$75.43
160115	PRIVATE LABEL	330	GrnSlst330 OdorEliminator3L FrshMst	Chemicals	CS	\$270.00	51%	\$131.95
1217140	IMPACT	8642XL	Glove Nitr GP PF Blk ProGrd XL	Gloves	CS	\$195.68	71%	\$56.53
1172044	IMPACT	8642L	Glove Nitr GP PF Blk ProGrd Lg	Gloves	CS	\$195.68	71%	\$56.53
1265847	3M	55654W	Easy Trap Duster 8"x6"x125' 250Sht	Janitorial Supplies	CS	\$95.26	45%	\$52.10
1289824	CLOROX	60010	Total 360 Electrostatic Sprayer	Janitorial Supplies	CS	\$8,770.00	31%	\$6,028.57
VARIES	LOCAL	CE18	Carpet Extractor 18" 12gl Self-Contained	Janitorial Supplies	EA	\$2,402.00	11%	\$2,144.99

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
VARIES	LOCAL	STM17	Versa HP Steam Machine 17gal	Janitorial Supplies	EA	\$4,149.22	23%	\$3,194.20
1000725	IMPACT	25177673	Cover Toilet Seat 1/2 Fold	Janitorial Supplies	CS	\$87.27	61%	\$33.74
1158822	GOJO	8816-03	Gojo Hand Soap 1250mL Grn Botanical Rfl	Skin Care	CS	\$75.47	58%	\$31.96
1001439	GOJO	5262-02	Gojo HandSoap 2000mL Antibac OrngBlsmRfl	Skin Care	CS	\$88.47	55%	\$39.90
1305319	GOJO	5161-03	Hand Soap 1250mL Pnk Cranberry Rfl	Skin Care	CS	\$80.40	51%	\$39.35
1163722	GOJO	1911-02	Grn Hand Soap 1200mL DyFragFrClnTch	Skin Care	CS	\$74.39	51%	\$36.39
1163723	GOJO	1912-02	Gojo LTX12 HandWash Foam Antibacterial	Skin Care	CS	\$81.84	51%	\$40.05
1158583	GOJO	8811-03	Gojo Hand Soap 1250mL Clr Rfl	Skin Care	CS	\$75.47	58%	\$31.96
1243980	GOJO	1916-02	Gojo Hand Soap 1200mL BluPomegranateRfl	Skin Care	CS	\$74.39	51%	\$36.39
1158583	GOJO	8811-03	Clean Touch Hand Soap 1250mL DyeFragFr	Skin Care	CS	\$75.47	58%	\$31.96
1091715	GOJO	5165-03	Gojo Hand Soap 1250mL Ylw	Skin Care	CS	\$82.83	50%	\$41.17
1000486	KIMBERLY CLARK	91552	Kleenex Hand Soap 1.0L Pnk Citrus Flrl	Skin Care	CS	\$81.26	46%	\$44.22
1253185	ECOLAB	6100870	Facilipro Hand Soap 1.3 L Ylw Mild Foam	Skin Care	CS	\$347.18	34%	\$228.13
1241871	GOJO	5261-02	Hand Soap 2000mL Pnk Cranberry Rfl	Skin Care	CS	\$80.36	51%	\$39.32
1158583	GOJO	8811-03	Hand Soap 1250mL Clr Refill	Skin Care	CS	\$75.47	58%	\$31.96
1091439	Kimberly-Clark	91556	Hand Soap Azure 1L Blu Mild	Skin Care	CS	\$60.24	42%	\$35.12

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1305319	GOJO	5161-03	Gojo Hand Soap 1250mL Pnk Cranberry	Skin Care	CS	\$80.40	51%	\$39.35
1243980	GOJO	1916-02	Green Hand Soap 1200mL PomeberryRfl	Skin Care	CS	\$74.39	51%	\$36.39
1274947	KIMBERLY CLARK	2001	Clean & Soft Roll Towel 900 ft Wht	Towel & Tissue	CS	\$136.80	68%	\$43.69
1002506	GEORGIA PACIFIC	13728	Acclaim Bath Tissue 1000' JumboJr PprWht	Towel & Tissue	CS	\$82.84	73%	\$22.33
1001619	GEORGIA PACIFIC	26301	Envision Towel 800' Paper Brn	Towel & Tissue	CS	\$88.51	73%	\$24.23
1024360	GEORGIA PACIFIC	89430	enMotion Towel Roll 700' 1Ply Wht Roll	Towel & Tissue	CS	\$196.00	70%	\$59.08
1025977	ESSITY	TS1636S	Tork Bath Tissue 3.6x1000' Ppr Wht 2-Ply	Towel & Tissue	CS	\$131.06	66%	\$44.91
500J	PRIVATE LABEL	BT5002	Waxie Bath Tissue 500 Sheet Wht 2-Ply	Towel & Tissue	CS	\$93.17	59%	\$38.65
1002503	KIMBERLY CLARK	4142	Scott Roll Towel 8"x800' Ppr Brn Hard Rl	Towel & Tissue	CS	\$175.20	74%	\$46.34
1025970	ESSITY	TM1616S	Tork Bath Tissue Paper Wht 500/rl	Towel & Tissue	CS	\$120.47	70%	\$36.56
1000532	GEORGIA PACIFIC	19375	Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS	\$180.50	73%	\$47.85
1145606	GEORGIA PACIFIC	26480	SofPull Roll Towel 7.87x1000' Ppr BrnEmb	Towel & Tissue	CS	\$160.83	72%	\$44.48
1000423	KIMBERLY CLARK	1804	Scott Flded Twl 9.2x9.4 Ppr Wht MultiFld	Towel & Tissue	CS	\$90.84	75%	\$22.85
1001670	KIMBERLY CLARK	4460	Scott Bath Tissue 4.1x4 Ppr Wht Std Roll	Towel & Tissue	CS	\$157.95	72%	\$44.54
1000536	GEORGIA PACIFIC	19880/01	Envision Bath Tissue 4.5x4.05 550Sht Wht	Towel & Tissue	CS	\$136.84	69%	\$42.70
1000446	KIMBERLY CLARK	7805	Scott Bath Tissue 3.55"x1000' Ppr Wht 2P	Towel & Tissue	CS	\$188.40	83%	\$31.20

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1024269	ESSITY	RK800E	Tork Roll Towel 7-7/8" x 800' Ppr Nat	Towel & Tissue	CS	\$95.79	73%	\$26.07
1024270	ESSITY	290088	Tork Universal Hand Towel 7.75" Nat	Towel & Tissue	CS	\$134.17	74%	\$34.29
1145607	GEORGIA PACIFIC	26470	SofPull Roll Towel 7.87" x 1000' Ppr Wht	Towel & Tissue	CS	\$172.84	72%	\$48.83
1025734	ESSITY	TJ0912A	Tork Bath Tissue 2000' JumboRecycFbr Wht	Towel & Tissue	CS	\$113.57	71%	\$32.94
1274947	KIMBERLY CLARK	2001	Scott Roll Towel 8" x 950' Paper Wht	Towel & Tissue	CS	\$136.80	68%	\$43.69
1274947	KIMBERLY CLARK	2001	Scott Essential Roll Towel 8"x950'PprWht	Towel & Tissue	CS	\$136.80	68%	\$43.69
1001332	Kimberly-Clark	1005	Scott Roll Towel Paper 8" x 1000' Wht	Towel & Tissue	CS	\$166.60	78%	\$36.60
1002504	KIMBERLY CLARK	5102	Tissue Bath 1Ply Earth First	Towel & Tissue	CS	\$172.18	68%	\$55.10
1167844	KIMBERLY CLARK	25703	Scott Roll Towel 7.5" x 1150' Gry Wht	Towel & Tissue	CS	\$225.44	74%	\$58.97
1024880	GEORGIA PACIFIC	89480	enMotion Roll Towel 10" x 800' Paper Brn	Towel & Tissue	CS	\$171.67	71%	\$49.45
1000441	KIMBERLY CLARK	7006	Scott Bath Tissue 3.7" x 1150' Paper Wht	Towel & Tissue	CS	\$155.20	75%	\$39.35
1282435	GEORGIA PACIFIC	26495	PacificBlueUltra RI Towel 7.8"x1150' Brn	Towel & Tissue	CS	\$192.34	71%	\$55.21
1001868	GEORGIA PACIFIC	89460	enMotion Roll Towel 10" x 800' Paper Wht	Towel & Tissue	CS	\$178.66	71%	\$51.90
1000535	GEORGIA PACIFIC	19378	Compact Bath Tissue 4" x 4.5" 2 Ply Crls	Towel & Tissue	CS	\$140.50	74%	\$36.50
1000532	GEORGIA PACIFIC	19375	Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS	\$180.50	73%	\$47.85
TOTAL:							\$15,007.20	

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TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1053780	HERITAGE BAG	H8647SC	Superclr Liner 42X48 Ldpeclr 1.15Mil	Can Liners	CS	\$63.67	66%	\$21.45
1053875	HERITAGE BAG	H7658PW	Liner 40X48 Ldpe Wht Ehd 1.5 Mil	Can Liners	CS	\$79.05	65%	\$27.67
1002022	HERITAGE BAG	Z6640VN R01	Liner 33X40 30 Gal HDPE Nat 16 Mic	Can Liners	CS	\$50.13	60%	\$20.22
1051074	HERITAGE BAG	H6644TK R01	Liner LD 33" x 47" 0.90 Mil Blk Coreless	Can Liners	CS	\$40.18	65%	\$14.07
1050917	HERITAGE BAG	H8046TC R01	Liner40x46 40-45glNat.9 Mil20RI	Can Liners	CS	\$39.82	60%	\$15.93
1055161	HERITAGE BAG	X8647AK	Blk Max Liner 43X47 Ldpe Blk Ehd1.5Mil	Can Liners	CS	\$88.02	68%	\$28.21
VARIES	PRIVATE LABEL	36583B	Liner LD 36X58 3Mil 55GI Blk	Can Liners	CS	\$108.21	73%	\$29.23
1200835	HERITAGE BAG	X6639AK R01	Liner 33X39 33GI Repro Blk 1.5 Mil	Can Liners	CS	\$85.54	71%	\$25.20
1057501	HERITAGE BAG	Z4833LN R01	Liner 24X33 12-16Gal HDPE Nat 8Mic	Can Liners	CS	\$63.23	60%	\$25.20
1051301	HERITAGE BAG	X8046AK R01	Liner 40x46 40-45gl ReproBlk1.5Mil	Can Liners	CS	\$73.94	68%	\$23.70
VARIES	PRIVATE LABEL	36581BM	BlkMax Liner 36X58 Ldpe Blk 1Mil EhdFp	Can Liners	CS	\$48.57	57%	\$20.81
1056484	HERITAGE BAG	X7658AK R01	Liner 38" x 58" Blk 1.5 Mil	Can Liners	CS	\$110.03	75%	\$27.54
1003454	HERITAGE BAG	X7658PK	Liner 38" x 58" LLDPE Blk 1.3 Mil FP	Can Liners	CS	\$69.45	64%	\$24.66
1003100	HERITAGE BAG	X7658QK	BlkMax Liner 36X58 Ldpe Blk 2Mil EhdFp	Can Liners	CS	\$128.10	71%	\$36.80
1003204	HERITAGE BAG	X8046QK	Blk Max Liner 40x46 LLDPE Blk 2Mil FP	Can Liners	CS	\$103.22	69%	\$31.59

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1289252	HERITAGE BAG	H7450HC R01	Liner 37x50 Clr 0.70 Mil	Can Liners	CS	\$51.25	65%	\$17.93
1085573	CLOROX	15948	Clorox Disinfecting Wipes 8x7 Wht Lemon	Chemicals	CS	\$58.30	46%	\$31.64
1085468	CLOROX	15949	Clorox Wet Wipe 7x8 Cloth WhtFrsh Disinf	Chemicals	CS	\$85.93	63%	\$31.64
320200	PRIVATE LABEL	210	Solsta210 Floor Cleaner 3L NonToxic Neut	Chemicals	CS	\$109.34	57%	\$47.20
	SPARTAN	471602	NABC Concentrate DisinfCleaner 2 L #1 NA	Chemicals	CS	\$134.43	43%	\$76.99
1242993	DIVERSEY	904716	Stride Floor Cleaner 2.5L Orng Ctrs Neut	Chemicals	CS	\$284.42	46%	\$153.57
1291804	HOSPECO	EV1	Evogen DspnsrDual FeminineHygiene 25Cent	Chemicals	CS	\$738.70	64%	\$267.71
170700	PRIVATE LABEL	764	Solsta DisinfCleaner 3L QuatLmn #764Neut	Chemicals	CS	\$108.99	51%	\$53.69
1250683	3M	50051125858613	Scotchgrd Floor Protector 1gl WtrBsdRsInt	Chemicals	CS	\$334.52	44%	\$187.07
	SPARTAN	405505	iShine Floor Finish 5 gal Wht	Chemicals	PL	\$139.04	46%	\$75.43
160115	PRIVATE LABEL	330	GrnSlst330 OdorEliminator3L FrshMst	Chemicals	CS	\$270.00	51%	\$131.95
1217140	IMPACT	8642XL	Glove Nitr GP PF Blk ProGrd XL	Gloves	CS	\$195.68	71%	\$56.53
1172044	IMPACT	8642L	Glove Nitr GP PF Blk ProGrd Lg	Gloves	CS	\$195.68	71%	\$56.53
1265847	3M	55654W	Easy Trap Duster 8"x6"x125' 250Sht	Janitorial Supplies	CS	\$95.26	45%	\$52.10
1289824	CLOROX	60010	Total 360 Electrostatic Sprayer	Janitorial Supplies	CS	\$8,770.00	31%	\$6,028.57
VARIES	LOCAL	CE18	Carpet Extractor 18" 12gl Self-Contained	Janitorial Supplies	EA	\$2,402.00	11%	\$2,144.99

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
VARIES	LOCAL	STM17	Versa HP Steam Machine 17gal	Janitorial Supplies	EA	\$4,149.22	23%	\$3,194.20
1000725	IMPACT	25177673	Cover Toilet Seat 1/2 Fold	Janitorial Supplies	CS	\$87.27	61%	\$33.74
1158822	GOJO	8816-03	Gojo Hand Soap 1250mL Grn Botanical Rfl	Skin Care	CS	\$75.47	58%	\$31.96
1001439	GOJO	5262-02	Gojo HandSoap 2000mL Antibac OrngBlsmRfl	Skin Care	CS	\$88.47	55%	\$39.90
1305319	GOJO	5161-03	Hand Soap 1250mL Pnk Cranberry Rfl	Skin Care	CS	\$80.40	51%	\$39.35
1163722	GOJO	1911-02	Grn Hand Soap 1200mL DyFragFrClnTch	Skin Care	CS	\$74.39	51%	\$36.39
1163723	GOJO	1912-02	Gojo LTX12 HandWash Foam Antibacterial	Skin Care	CS	\$81.84	51%	\$40.05
1158583	GOJO	8811-03	Gojo Hand Soap 1250mL Clr Rfl	Skin Care	CS	\$75.47	58%	\$31.96
1243980	GOJO	1916-02	Gojo Hand Soap 1200mL BluPomegranateRfl	Skin Care	CS	\$74.39	51%	\$36.39
1158583	GOJO	8811-03	Clean Touch Hand Soap 1250mL DyeFragFr	Skin Care	CS	\$75.47	58%	\$31.96
1091715	GOJO	5165-03	Gojo Hand Soap 1250mL Ylw	Skin Care	CS	\$82.83	50%	\$41.17
1000486	KIMBERLY CLARK	91552	Kleenex Hand Soap 1.0L Pnk Citrus Flrl	Skin Care	CS	\$81.26	46%	\$44.22
1253185	ECOLAB	6100870	Facilipro Hand Soap 1.3 L Ylw Mild Foam	Skin Care	CS	\$347.18	34%	\$228.13
1241871	GOJO	5261-02	Hand Soap 2000mL Pnk Cranberry Rfl	Skin Care	CS	\$80.36	51%	\$39.32
1158583	GOJO	8811-03	Hand Soap 1250mL Clr Refill	Skin Care	CS	\$75.47	58%	\$31.96
1091439	Kimberly-Clark	91556	Hand Soap Azure 1L Blu Mild	Skin Care	CS	\$60.24	42%	\$35.12

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1305319	GOJO	5161-03	Gojo Hand Soap 1250mL Pnk Cranberry	Skin Care	CS	\$80.40	51%	\$39.35
1243980	GOJO	1916-02	Green Hand Soap 1200mL PomeberryRfl	Skin Care	CS	\$74.39	51%	\$36.39
1274947	KIMBERLY CLARK	2001	Clean & Soft Roll Towel 900 ft Wht	Towel & Tissue	CS	\$136.80	68%	\$43.69
1002506	GEORGIA PACIFIC	13728	Acclaim Bath Tissue 1000' JumboJr PprWht	Towel & Tissue	CS	\$82.84	73%	\$22.33
1001619	GEORGIA PACIFIC	26301	Envision Towel 800' Paper Brn	Towel & Tissue	CS	\$88.51	73%	\$24.23
1024360	GEORGIA PACIFIC	89430	enMotion Towel Roll 700' 1Ply Wht Roll	Towel & Tissue	CS	\$196.00	70%	\$59.08
1025977	ESSITY	TS1636S	Tork Bath Tissue 3.6x1000' Ppr Wht 2-Ply	Towel & Tissue	CS	\$131.06	66%	\$44.91
500J	PRIVATE LABEL	BT5002	Waxie Bath Tissue 500 Sheet Wht 2-Ply	Towel & Tissue	CS	\$93.17	59%	\$38.65
1002503	KIMBERLY CLARK	4142	Scott Roll Towel 8"x800' Ppr Brn Hard Rl	Towel & Tissue	CS	\$175.20	74%	\$46.34
1025970	ESSITY	TM1616S	Tork Bath Tissue Paper Wht 500/rl	Towel & Tissue	CS	\$120.47	70%	\$36.56
1000532	GEORGIA PACIFIC	19375	Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS	\$180.50	73%	\$47.85
1145606	GEORGIA PACIFIC	26480	SofPull Roll Towel 7.87x1000' Ppr BrnEmb	Towel & Tissue	CS	\$160.83	72%	\$44.48
1000423	KIMBERLY CLARK	1804	Scott Flded Twl 9.2x9.4 Ppr Wht MultiFld	Towel & Tissue	CS	\$90.84	75%	\$22.85
1001670	KIMBERLY CLARK	4460	Scott Bath Tissue 4.1x4 Ppr Wht Std Roll	Towel & Tissue	CS	\$157.95	72%	\$44.54
1000536	GEORGIA PACIFIC	19880/01	Envision Bath Tissue 4.5x4.05 550Sht Wht	Towel & Tissue	CS	\$136.84	69%	\$42.70
1000446	KIMBERLY CLARK	7805	Scott Bath Tissue 3.55"x1000' Ppr Wht 2P	Towel & Tissue	CS	\$188.40	83%	\$31.20

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
1024269	ESSITY	RK800E	Tork Roll Towel 7-7/8" x 800' Ppr Nat	Towel & Tissue	CS	\$95.79	73%	\$26.07
1024270	ESSITY	290088	Tork Universal Hand Towel 7.75" Nat	Towel & Tissue	CS	\$134.17	74%	\$34.29
1145607	GEORGIA PACIFIC	26470	SofPull Roll Towel 7.87" x 1000' Ppr Wht	Towel & Tissue	CS	\$172.84	72%	\$48.83
1025734	ESSITY	TJ0912A	Tork Bath Tissue 2000' JumboRecycFbr Wht	Towel & Tissue	CS	\$113.57	71%	\$32.94
1274947	KIMBERLY CLARK	2001	Scott Roll Towel 8" x 950' Paper Wht	Towel & Tissue	CS	\$136.80	68%	\$43.69
1274947	KIMBERLY CLARK	2001	Scott Essential Roll Towel 8"x950'PprWht	Towel & Tissue	CS	\$136.80	68%	\$43.69
1001332	Kimberly-Clark	1005	Scott Roll Towel Paper 8" x 1000' Wht	Towel & Tissue	CS	\$166.60	78%	\$36.60
1002504	KIMBERLY CLARK	5102	Tissue Bath 1Ply Earth First	Towel & Tissue	CS	\$172.18	68%	\$55.10
1167844	KIMBERLY CLARK	25703	Scott Roll Towel 7.5" x 1150' Gry Wht	Towel & Tissue	CS	\$225.44	74%	\$58.97
1024880	GEORGIA PACIFIC	89480	enMotion Roll Towel 10" x 800' Paper Brn	Towel & Tissue	CS	\$171.67	71%	\$49.45
1000441	KIMBERLY CLARK	7006	Scott Bath Tissue 3.7" x 1150' Paper Wht	Towel & Tissue	CS	\$155.20	75%	\$39.35
1282435	GEORGIA PACIFIC	26495	PacificBlueUltra RI Towel 7.8"x1150' Brn	Towel & Tissue	CS	\$192.34	71%	\$55.21
1001868	GEORGIA PACIFIC	89460	enMotion Roll Towel 10" x 800' Paper Wht	Towel & Tissue	CS	\$178.66	71%	\$51.90
1000535	GEORGIA PACIFIC	19378	Compact Bath Tissue 4" x 4.5" 2 Ply Crls	Towel & Tissue	CS	\$140.50	74%	\$36.50
1000532	GEORGIA PACIFIC	19375	Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS	\$180.50	73%	\$47.85

TOTAL:**\$15,007.20**

ATTACHMENT C

HOUSING AND URBAN DEVELOPMENT (HUD)

5369-B

5369-C

5370-C Section 1

SECTION 3

5369-B

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office living clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

5369-C

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Daniel Ceko 12/11/19

Signature & Date:

DANIEL CEKO

Typed or Printed Name:

TREASURY & CORPORATE COUNSEL

Title:

5370-C1

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

3. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, 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 under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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- apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

SECTION 3 CLAUSE

SECTION 3 CLAUSE: Sec. 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

HUD Act of 1968, Section 3 Requirements, as revised June 30, 1994: The successful Contractor shall comply with the provisions of Section 3 as set forth in 24 CFR part 135 and all other applicable rules in the hiring of replacement and new personnel. Interested offerors shall complete and submit necessary forms from Section 3 Special Conditions with their offer. Contract amount will be the total labor, materials, overhead, change orders and other costs relative to the project. Total labor dollars shall mean 35% of the contract amount. A sliding scale to calculate the Section 3 obligation shall apply in determining the contractual obligation due. The general Section 3 requirements are shown as Section 3 Special Conditions in this Request for Qualifications. Contact Yvette Hurley at (520) 837-5314 with all questions regarding the Section 3 Clause and Section 3 Special Conditions.

**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 offeror 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, Illinois 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.

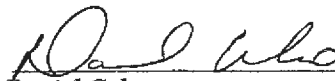
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

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.

12/1/19

Date



Daniel Ceko
Treasurer and Corporate Counsel
Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: Network Services Company

Street: 1100 E. Woodfield Road, Suite 200

City, State, Zip Code: Schaumburg, Illinois 60173

State of Illinois

County of Cook

I, Daniel Ceko of Schaumburg 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 Corporate Counsel of the firm of Network Services Company

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said 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

[Handwritten Signature]

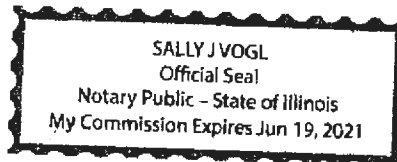
Daniel Ceko, Treasurer & Corporate Counsel

Subscribed and sworn before me

this 4th day of DECEMBER, 20 19

[Handwritten Signature] Notary Public of STATE OF ILLINOIS

My commission expires JUNE 19, 20 21



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Network Services Company
Address: 1100 E. Woodfield Road
City, State, Zip Code: Schaumburg, Illinois 60173

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 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 AA201-A upon receipt from the

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.

12/1/19
Date


Authorized Signature and Title
Daniel Ceko, Treasurer and Corporate Counsel

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

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 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.

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 <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.
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 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.

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:

- 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.

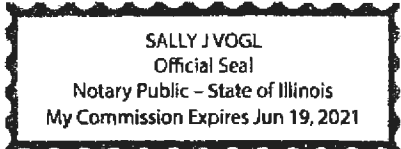
Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Daniel Ceko (Affiant)
Daniel Ceko, Treasurer & Corporate Counsel

Subscribed and sworn before me

this 4th day of DECEMBER, 2019.
Sally J Vogl (Notary Public)
My Commission expires: JUNE 19, 2019



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.

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 202329

Bidder/Offeror: Network Services Company

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take 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

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Daniel Ceko

Signature: *Daniel Ceko*

Title: Treasurer and Corporate Counsel

Date: 12/1/19



City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

WAXIE SANITARY SUPPLY
PO BOX 23506
SAN DIEGO CA 92193-3506

License Number: 0110093

Type: Service Establishment Equipment and Supp

Issue Date: December 21, 2018

Expiration Date: December 31, 2019

Owner:

WAXIE'S ENTERPRISES INC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

FINANCE DEPARTMENT

REVENUE DIVISION - LICENSE

Expiration Date: December 31, 2019



Non-Transferable

0110093

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: WAXIE SANITARY SUPPLY

Located At: 355 S EUCLID AV STE 105, TUCSON, AZ
85719

Effective: January 01, 2019

Please refer to license number in all correspondence.

By 
CFO/Assistant City Manager



Commitment to Sustainability

WAXIE Sanitary Supply is committed to being a leader to promote 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 that balances the interconnectedness of the environment, the economy and our quality of life, and that recognizes the importance of our stewardship over each. WAXIE shares the goal of establishing partnerships to advance education, communication, business best practices, policies, research, technologies and programs to support a more sustainable region for all generations.

WAXIE's commitment to sustainability in general, and green cleaning (or effective cleaning that protects human health without harming the environment) in particular is demonstrated by a number of actions, including:

- **WAXIE is a member of the US Green Building Council (USGBC) – with two (2) company buildings earning LEED Silver certification**
- **A WAXIE employee sits on the Board of Directors for the San Diego chapter of USGBC, and serves as the chapter's Immediate Past President and point of contact for LEED EBOM**
- **Twelve (12) WAXIE employees are LEED® Accredited Professionals and two (2) are LEED GA**
- **Thirty-two (32) WAXIE employees are CIMS-GB ISSA Certification Experts**
- **WAXIE is a charter signatory of the San Diego Regional Sustainability Partnership (www.sdrsp.org)**
- **WAXIE has a broad selection of environmentally preferable products (including numerous WAXIE private labeled cleaning products) that have received certifications from Green Seal, EcoLogo and Scientific Certification Systems, or have been formulated in partnership with EPA Design for the Environment (DfE).**
- **WAXIE has developed Green Partner Support™ (GPS®) to assist green-committed end-user customers implement more effective green cleaning programs**
- **WAXIE was on Technical Committees for development of ISSA Cleaning Industry Management Standard (CIMS and CIMS-GB), and a participating stakeholder in the Standard Development Team for the Green Seal "Green Cleaning Services Standard" (GS-42) and revision of Industrial and Institutional Cleaners (GS-37)**
- **WAXIE has conducted numerous "Green Cleaning Seminars" at WAXIE branches in San Diego, Santa Ana, Ontario, Los Angeles, San Francisco, Tempe, Tucson, Las Vegas, Salt Lake City, Portland, Seattle and Denver**
- **WAXIE representatives have been asked to speak at functions for organizations such as USGBC, BOMA, IFMA, PABSCO, ISSA, SCSSA, SDEP, HPSI and CURB on the subjects of green cleaning, LEED or sustainability**
- **WAXIE consultants have assisted with green cleaning needs of several LEED projects**
- **WAXIE Desk Calendars and Product Catalogs and product literature printed with post-consumer recycled content using soy based inks; Green section of catalog and website developed to provide customer education and promote green purchasing**
- **Sponsor and host for LEED for Existing Buildings Technical Review Workshops and other LEED EBOM Educational Series in partnership with USGBC chapter**
- **Delivery routes planned with routing software that minimizes travel time, resulting in less fuel consumption and vehicle emissions – also pilot in place for hybrid delivery trucks for some routes to further decrease fuel consumption and vehicle emissions**
- **Recycling and waste diversion program for corrugated, shrink wrap and pallets, as well as other ongoing consumables, durable goods and facility alterations**
- **Green Cleaning Policy, Recycling Policy, and water conserving devices installed in restrooms**
- **Video conferencing technology utilized to decrease need for face-to-face meetings**
- **Web@work e-commerce platform and eInvoicing promoted to minimize paper usage**
- **RFP technology utilized for inventory control to minimize paper usage**
 - * Soon RFP technology will be used with deliveries to minimize paper



WAXIE Sanitary Supply
Sample Green and Diversity Business Products

Item Number	Item Description	UM1	Green Description	Vendor Class
571050	NSS MUSTANG 20-IN 1500VTFILTRATION BURNISHER	EA	ACTIVE VACUUM DUST CAPTURE	SB
571133	NSS CHARGER BATTERY BURNISHER2717DB WHEEL DRIVE 6X325AH BATT	EA	ACTIVE VACUUM DUST CAPTURE	SB
110153	KARAT EARTH COMPOSTABLEBAGASSE 9 IN PLATE 500/CS	CS	BPI	MN
701613	P/O-W SPECTRUM 24X32 .88 MILCOMPOSTABLE CAN LINER 250/CS	CS	BPI	MN
701614	P/O-W SPECTRUM 33X39 .88 MIL COMPOSTABLE CAN LINER 200/CS	CS	BPI	MN
701615	P/O-W SPECTRUM 42X48 .88 MIL COMPOSTABLE CAN LINER 100/CS	CS	BPI	MN
170300	WAXIE SOLSTA 700 DISINFECTANTCLEANER 3L 4/CS	CS	CA VOC	SB
170394	WAXIE 764 LEMON QUATDISINFECTANT CLEANER GL 4/CS	CS	CA VOC	SB
170401	WAXIE SOLSTA 710 MULTI-PURPOSEDISINFECTANT CLEANER 3L 4/CS	CS	CA VOC	SB
170700	WAXIE SOLSTA 764 LEMON QUATDISINFECTANT CLEANER 3L 4/CS	CS	CA VOC	SB
170704	WAXIE 764 LEMON QUATDISINFECTANT CLEANER GL 4/CS	CS	CA VOC	SB
170705	WAXIE 764 LEMON QUATDISINFECTANT CLEANER 55 GL/DM	DM	CA VOC	SB
577800	MONDO VAP 2400 WITH TANCS VAPORGENERATOR	EA	CHEMICAL-FREE	SB
577802	VAPOR JET 2400RCONTINUOUS STEAM SYSTEM	EA	CHEMICAL-FREE	SB
574029	P/O-M NSS STALLION 12SC 12-GALCONTAINED CARPET EXTRACTOR	EA	CRI SEAL OF APPROVAL	SB
574049	NSS STALLION 818SC 8-GALLONSELF-CONTAINED CARPET EXTRACTOR	EA	CRI SEAL OF APPROVAL	SB
574720	P/O-W NSS PACER 12 UE SINGLEUPRIGHT VACUUM	EA	CRI SEAL OF APPROVAL	SB
574730	NSS PACER 15 UE SINGLE MOTORUPRIGHT VACUUM	EA	CRI SEAL OF APPROVAL	SB
574910	NSS PACER 30 WIDE-AREA VAC	EA	CRI SEAL OF APPROVAL	SB
575696	NSS OUTLAW BV BACK PACK VACUUMWITH STANDARD TOOL KIT	EA	CRI SEAL OF APPROVAL	SB
231350	WAXIE-GREEN 3X5 CHARCOALECO-MAT W/ VINYL BACKING	EA	ENTRYWAY MAT	SB
231351	WAXIE-GREEN 3X5 GRANITE ECO-MATW/ VINYL BACKING	EA	ENTRYWAY MAT	SB
231352	WAXIE-GREEN 3X5 WALNUT ECO-MATW/ VINYL BACKING	EA	ENTRYWAY MAT	SB
231353	WAXIE-GREEN 4X6 CHARCOALECO-MAT W/ VINYL BACKING	EA	ENTRYWAY MAT	SB
231354	WAXIE-GREEN 4X6 GRANITE ECO-MATW/ VINYL BACKING	EA	ENTRYWAY MAT	SB
231355	WAXIE-GREEN 4X6 WALNUT ECO-MATW/ VINYL BACKING	EA	ENTRYWAY MAT	SB
708466	P/O-W GO GREEN 24X32 .45 MILROLL LINER 500/CS 20% PCR	CS	EPA CPG RECYCLED CONTENT	MN
708467	P/O-W GO GREEN 24X23 .35 MIL BLACK ROLL LINER 1000/CS 20% PCR	CS	EPA CPG RECYCLED CONTENT	MN
708468	P/O-W GO GREEN 40X46 1.5 MIL BLACK ROLL LINER 150/CS 20% PCR	CS	EPA CPG RECYCLED CONTENT	MN
850257	SA RPC ROYAL PLATINUM WHITEMULTIFOLD TOWEL	CS	EPA CPG RECYCLED CONTENT	SB
850573	WAXIE 3800 CLEAN & SOFT BROWNUNIVERSAL ROLL TOWEL 6/800	CS	EPA CPG RECYCLED CONTENT	SB
850069	APC ECO GREEN KRAFT HARDWOUND ROLL TOWEL 1-PLY 6X800	CS	EPA CPG RECYCLED CONTENT	WO

Network - Member Name	Network	NetPrint	Special Business Certification			
			Woman-Owned CERTIFIED	Veteran- Owned	Minority- Owned	Small Business
Acme Paper & Supply Co.	X					
Acorn Distributors, Inc.	X		Letter from State of IN			
Acorn Paper Products Company	X					
Allia	X					
American Paper & Provisions	X					
American Paper & Supply Company	X					S-B
American Paper & Twine Co.	X					
Baumann Paper Company, Inc.	X					S-B
Belson Company	X					S-B
Capital Sanitary Supply	X					S-B
Carpenter Paper Company of Utah	X					S-B
CEK	X					
Central Paper Company, Inc.(AL)	X					S-B
Dacotah Paper Company	X					
Dalco Enterprises, Inc.	X					
Dees Paper Company, Inc.	X					S-B
EBP Supply Solutions	X		243499			
Economical Janitorial & Paper Supplies, Inc.	X		2005108408			W080245
Edward Don & Company	X					
Falk Paper Company	X					
Foley Distributing Corp.	X					S-B
Fort Smith Paper Company	X					S-B
Gem State Paper & Supply	X			V-O		S-B
H.T. Berry	X					S-B
Hantover, Inc.	X					
Heartland Paper Company	X					
H & Markes, Inc.	X					
Hillyard	X					
HP Products	X					
Imperial - Dade	X					
Individual FoodService	X					
Industrial Soap Company	X					S-B
INPACS	X					
Jackson / Newell Paper Companies	X					
Jacobs Wholesale Paper Company	X					S-B
Johnston	X					
Kelsan, Inc.	X					
KEY Quimica S.A. de C.V.	X					
M. Conley Company, The	X					
Mailender, Inc.	X					S-B
Mansfield Paper Company, Inc.	X					S-B
Matera Paper	X					
Maui Chemical	X				WR02461	S-B
Midland Paper, Packaging + Supplies	X	X				
Millennium Packaging	X				AU02320	
National Everything Wholesale	X			V-O		S-B
Neway	X					S-B
Nichols	X					
North American Corporation of Illinois	X					
Oakland Packaging & Supply	X					S-B
Olmsted-Kirk Equipment & Supply Co.	X	X				
P & R Paper Supply Company, Inc.	X					
Paper Enterprises, Inc.	X					
Paper Products Company, Inc. - PA	X					S-B
Paper Products, Inc. dba Diversified Distributor	X					S-B
Penn Jersey Paper	X					
Pennsylvania Paper & Supply	X					S-B

Network - Member Name	Special Business Certification					
	Network	NetPrint	Woman-Owned CERTIFIED	Veteran- Owned	Minority- Owned	Small Business
Phillips Supply Co.	X		RWBE16672			S-B
Pollock Paper Distributors	X					
Quaker City Paper Company	X					S-B
R. D. Wilson-Sons & Company	X					S-B
Randik Paper Company	X					S-B
Regal Distributing Co., Inc.	X					S-B
S. Freedman & Sons, Inc.	X					
Schilling Supply Company	X					S-B
Southeastern Paper Group	X					
Southwest Traders, Inc.	X					
Strauss Paper Company	X					S-B
SWPlus	X					S-B
Wagner Supply	X		1751804802400			S-B
Waxie Sanitary Supply	X					
WCP Solutions	X					
Western Sanitary Supply	X					
Wood Wyant	X					
NetPrint						
Athens Paper Company		X				
Lindenmeyr Munroe		X				
Mac Papers, Inc.		X				
Millcraft Paper Company, The		X				
Spicers Paper and Kelly Paper		X				
79	74	7	5	2	2	32

BOOST YOUR BUSINESS

A simple three-step process designed to

- Create a cleaner, healthier environment for customers and staff
- Define and implement best practices for floor and surface cleaning, hand hygiene, and improved customer perception
- Provide a disciplined means by which to measure continuous improvement



BOOST DELIVERS

- A comprehensive evaluation of cleaning processes
- Recommendations for improvements to procedures and products
- A roadmap for continuous improvement

BOOST		BUILDING ASSESSMENT SCORECARD	
Facility: 1		Assessment Date: 01/19/21	
REVIEW ITEM	FINDING (Leave blank or fill)	POINTS POSSIBLE	POINTS LABELED
Overall clean appearance		1	0
Windows clean & streak free		1	0
Horizontal surfaces dust free (including wall hangings, edges, light fixtures, etc.)		1	0
Doors, walls scuff-free		1	0
Waste cans accessible		1	0
Waste cans less than 3/4 full		1	0
Waste can liner overhang less than 5"		1	0
Furniture free of debris & in good condition		1	0
Vents clean & dust free		1	0
Drinking fountains clean & free of debris or build up		1	0
No discernable odors		1	0
Roofing type	-	-	-
Floor is not sticky		1	0
Floor (and grout) free of soap suds and mildew		1	0
Free of scratches and scuffs		1	0
Has proper coloring (no yellowing or other discoloration)		1	0
Floor is not slick/slippy		1	0
Mats are used as necessary		1	0
Mats are in visibly good condition		1	0
Overall clean appearance		1	0
Horizontal surfaces dust free (including wall hangings, edges, light fixtures, etc.)		1	0
Doors, walls scuff-free		1	0
Hand sanitizer accessible		1	0
Dispenser not empty & functional		1	0
No discernable odors		1	0
Free of waste & debris		1	0
Operating panel free of smudges, streaks, & debris		1	0
Horizontal surfaces dust free (including wall hangings, edges, light fixtures, etc.)		1	0
Doors, walls scuff-free		1	0
TOTAL		20	0

Facility Name

Date

Location

Address

City

State

Zip Code

Name

email address

Purchasing

Operations

Other - 1

Other - 2

of Cleaning Staff

ISSA Member

Total Sq. Ft. Cleaned

BSCAI Member

CURRENT MANUFACTURERS

Towel & Tissue

Wipers

Cleaning Chemicals

Skincare

Floorcare Chemicals

Floorcare Equipment

CURRENT SOURCE FOR JANITORIAL SUPPLIES

Primary

Secondary

Other (please provide)

Primary ordering method

1 - How does your company measure purchasing performance?

Cost Saving

Vendor Quality

Delivery Metrics

Price

Inventory Flow

Effectiveness

2 - Rank the following issues in order of importance for your company (1 being most important - 5 least important)

Cost Saving

Vendor Quality

Delivery Metrics

Price

Inventory Flow

Effectiveness

3 - How does your company provide bids and estimates to potential customers?

4 - Does your company perform standard quality assurance monitoring?

5 - How comfortable are you with the level of knowledge/control you have around your company's equipment ? (training, inventory, repair expenses/process,

Facility: 0

Assessment Date: 1/0/1900

REVIEW ITEM		FINDING <i>(Enter Yes or No)</i>	POINTS POSSIBLE	POINTS EARNED
PUBLIC AREAS	LOBBY	Overall clean appearance	1	0
		Windows clean & streak free	1	0
		Horizontal surfaces dust free <i>(including wall hangings, ledges, light fixtures, etc.,)</i>	1	0
		Doors, walls scuff-free	1	0
		Waste cans accessible	1	0
		Waste cans less than 3/4 full	1	0
		Waste can liner overhang less than 5"	1	0
		Furniture free of debris & in good condition	1	0
		Vents clean & dust free	1	0
		Drinking fountains clean & free of debris or build up	1	0
		No discernable odors	1	0
		-	-	-
PUBLIC AREAS	FLOORING	Flooring type	-	-
		Floor is not sticky	1	0
		Floor (and grout) free of soap scum and mildew	1	0
		Free of scratches and scuffs	1	0
		Has proper coloring <i>(no yellowing or other discoloration)</i>	1	0
		Floor is not slick/slippery	1	0
		Mats are used as necessary	1	0
		Mats are in visibly good condition	1	0
PUBLIC AREAS	ELEVATOR BANKS	Overall clean appearance	1	0
		Horizontal surfaces dust free <i>(including wall hangings, ledges, light fixtures, etc.,)</i>	1	0
		Doors, walls scuff-free	1	0
		Hand sanitizer accessible	1	0
		Dispenser not empty & functional	1	0
		No discernable odors	1	0
PUBLIC AREAS	ELEVATOR INTERIOR	Free of waste & debris	1	0
		Operating panel free of smudges, streaks, & debris	1	0
		Horizontal surfaces dust free <i>(including wall hangings, ledges, light fixtures, etc.,)</i>	1	0
		Doors, walls scuff-free	1	0
TOTAL			28	0

Facility: 0

Assessment Date: 1/0/1900

REVIEW ITEM		FINDING <i>(Enter Yes or No)</i>	POINTS POSSIBLE	POINTS EARNED	
PUBLIC RESTROOM	COMMON AREA	Mirrors clean and streak-free	1	0	
		Sink tops clean & dry	1	0	
		Light fixtures in proper working condition (bulbs in place & functional)	1	0	
		Horizontal surfaces dust free (including wall hangings, ledges, light fixtures, etc.,)	1	0	
		Waste cans less than 3/4 full	1	0	
		Waste can liner overhang less than 5"	1	0	
		No discernable odors	1	0	
		TOILET SURFACES	Toilet surfaces clean and free of debris	1	0
		STALLS	Bowl clean	1	0
			Toilet tissue dispenser not empty	1	0
			Wall urinals clean and free of debris	1	0
		FLOORING	Flooring Type	-	-
			Floor is Not Sticky	1	0
			Floor (and grout) free of soap scum and mildew	1	0
			Free of scratches and scuffs	1	0
		Has proper coloring (no yellowing or other discoloration)	1	0	
		Floor is not slick/slippery	1	0	
		Mats are used as necessary	1	0	
TOTAL			17	0	

Facility: 0

Assessment Date: 1/0/1900

REVIEW ITEM		FINDING <i>(Enter Yes or No)</i>	POINTS POSSIBLE	POINTS EARNED
INTERNAL LOBBY	Overall clean appearance		1	0
	Windows clean & streak free		1	0
	Horizontal surfaces dust free <i>(including wall hangings, ledges, light fixtures, etc.,)</i>		1	0
	Doors, walls scuff-free		1	0
	Waste cans accessible		1	0
	Waste cans less than 3/4 full		1	0
	Waste can liner overhang less than 5"		1	0
	Furniture free of debris & in good condition		1	0
	Vents clean & dust free		1	0
	Drinking fountains clean & free of debris or build up		1	0
OFFICE AREA FLOORING	Flooring Type		-	-
	Floor is Not Sticky		1	0
	Floor (and grout) free of soap scum and mildew		1	0
	Free of scratches and scuffs		1	0
	Has proper coloring <i>(no yellowing or other discoloration)</i>		1	0
	Floor is not slick/slippery		1	0
	Mats are used as necessary		1	0
OFFICE	Overall clean appearance		1	0
	Windows clean & streak free		1	0
	Horizontal surfaces dust free <i>(including wall hangings, ledges, light fixtures, etc.,)</i>		1	0
	Doors, walls scuff-free		1	0
	Waste cans accessible		1	0
	Waste cans less than 3/4 full		1	0
	Waste can liner overhang less than 5"		1	0
	Furniture free of debris & in good condition		1	0
	Vents clean & dust free		1	0
TOTAL			25	0

Facility: 0

Assessment Date: 1/0/1900

REVIEW ITEM		FINDING <i>(Enter Yes or No)</i>	POINTS POSSIBLE	POINTS EARNED
LOW TRAFFIC AREAS	STAIRWELL	Free of waste & debris	1	0
		Light fixtures in proper working condition (bulbs in place & functional)	1	0
		Railings free of smudges & debris	1	0
		Horizontal surfaces dust free (including wall hangings, ledges, light fixtures, etc.,)	1	0
		Doors, walls scuff-free	1	0
		No discernable odors	1	0
		SUPPLY CART/CLOSET	Ergonomic cart (minimal bending, lifting, twisting)	1
	Gloves stored on cart		1	0
	Carts organized		1	0
	Checklists/training cards onboard		1	0
	Proper Chemical Labeling		1	0
	Hand Sanitizer Stored On Cart		1	0
		Cordless equipment in use to reduce slip/fall exposure	1	0
	Decibel rating for vacuums < 60 dB	1	0	
	Vacuum filtration systems have particle capture of 1µ or less	1	0	
TOTAL			15	0

Notes

Facility: 0 **Assessment Date:** 0-Jan-00

Participants:

Purchasing Contact 0
 Operations Contact 0
 Other 1 - 0
 Other 2 - 0

KEY LEARNINGS

-
-
-
-
-
-

ASSESSMENT SCORING	PUBLIC AREAS	PUBLIC RESTROOM	OFFICE AREA	LOW TRAFFIC AREA	TOTAL	BOOST SCORE	STATUS
POSSIBLE POINTS	28	17	25	15	85	0	0%
POINTS EARNED	0	0	0	0	0		

● > 85% = Green
● 60% - 85% = Yellow
● < 60% = Red

RECOMMENDATIONS

JOINT ACTION PLANS

TARGET DATE FOR SECOND ASSESSMENT _____
 NETWORK REPRESENTATIVE _____



90-Day Marketing Strategy

Phase I - Days 0-45 days

- Creation and distribution of a co-branded press release to trade publications
- Announcement, contract details and contact information published on NETWORK's and OMNIA's websites
- Share contract details with NETWORK distributor partners and suppliers
- Schedule roll-out meetings to discuss contract details and expectations
- New product and pricing schedules shared with distribution
- Design, publication and distribution of co-branded marketing materials.
- Add marketing materials, as they become available, to OMNIA Partners webpage

Phase II - Days 45-90 and beyond

- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
- Add marketing materials, as they become available, to OMNIA Partners webpage within the NETWORK and WAXIE websites.
- Commitment to attend and participate 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.
- 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, in conjunction with OMNIA Partners.
- Work with OMNIA staff to establish target customers
- Set up work with days with OMNIA sales organizations for target agencies to schedule joint sales calls
- Establish one year marketing calendar with supplier partners for promos to target customers and seasonal needs
- Review new contract details with existing agencies and PPA customers
- Ongoing commitment to aggressively market and promote the Master Agreement to current Participating Public Agencies, existing NETWORK and WAXIE Public Agency customers, as well as prospective Public Agencies nationwide throughout Master Agreement's term. This to include case studies, collateral pieces, presentations, promotions, etc.
- Add marketing materials, as they become available, to OMNIA Partners webpage within the NETWORK and WAXIE websites.

Commitment to Sustainability



Sustainability has emerged as a global theme of the 21st century – it is a concept that balances the interconnectedness of the environment, the economy and our quality of life, and that recognizes the importance of our stewardship over each.

WAXIE is committed to being a more sustainable organization – Here are some notable accomplishments and activities on our path to sustainability.



WAXIE is a member of the US Green Building Council (USGBC) – with two (2) company buildings earning **LEED** Silver certification



WAXIE San Diego Headquarters and Inventory Center earned Energy Star certification



Delivery routes planned with routing software that minimizes travel time, resulting in less fuel consumption and vehicle emissions – also pilot in place for **CNG** and hybrid delivery trucks for some routes to further decrease fuel consumption and vehicle emissions



Recycling and waste diversion program for corrugated, shrink wrap and pallets, as well as other ongoing consumables, durable goods and facility alterations



Green Cleaning Policy, for all facilities and water conserving devices installed in restrooms

web@work

Web@Work e-commerce platform and **eInvoicing** promoted to minimize paper usage



WAXIE Santa Ana Inventory Center installed solar panels



Video conferencing technology utilized to decrease need for face-to-face meetings



RFP technology utilized for inventory control to minimize paper usage



Ten (10) **WAXIE** employees are **LEED® Accredited Professionals** and three (3) are **LEED Green Associates**



WAXIE representatives have been asked to speak at functions for organizations such as **USGBC, BOMA, IFMA, PABSCO, ISSA, SCSSA, SDEP, HPSI, CHESC, OPPA, and CURB** on the subjects of green cleaning, **LEED** or sustainability



WAXIE consultants have assisted with green cleaning needs of several **LEED** projects for customers (references available)



WAXIE Desk Calendars and Product Catalogs and product literature printed with post-consumer recycled content using soy based inks; Green section of catalog and website developed to provide customer education and promote green purchasing

LEED

Sponsor and host for **LEED** for Existing Buildings Technical Review Workshops and other **LEED EBOM** Educational Series in partnership with USGBC chapter

ISSA

WAXIE was on Technical Committees for development of **ISSA** Cleaning Industry Management Standard (**CIMS** and **CIMS-GB**), and a participating stakeholder in the Standard Development Team for the **Green Seal** "Green Cleaning Services Standard" (**GS-42**) and revision of "Industrial and Institutional Cleaners Standard" (**GS-37**)

SDRSP

WAXIE is a charter signatory of the San Diego Regional Sustainability Partnership



A **WAXIE** employee has sat on the Board of Directors for the San Diego chapter of **USGBC**, and serves as the chapter's Immediate Past President, point of contact for **LEED EBOM** and the Pacific Regional Council Representative



WAXIE has developed **GPS® Green Partner Support™** to assist green-committed end-user customers implement more effective green cleaning programs



WAXIE has a broad selection of environmentally preferable products (including numerous **WAXIE** private labeled cleaning products) that have received certifications from **Green Seal, EcoLogo** and **Scientific Certification Systems**, or have been formulated in partnership with **EPA Design for the Environment (DfE)**



Forty-four (44) **WAXIE** employees are **CIMS-GB ISSA Certification Experts**



WAXIE has conducted numerous "Green Cleaning Seminars" at **WAXIE** branches in San Diego, Santa Ana, Ontario, Los Angeles, Palm Springs, San Francisco, Mesa, Tucson, Las Vegas, Salt Lake City, Portland, Seattle, Colorado Springs and Denver

WAXIE Knows Clean

Since 1945, WAXIE has grown from one small store in San Diego, CA into America's largest independent family-owned sanitary maintenance supply distributor, and a cleaning industry leader – EXPERTS in the maintenance requirements of commercial, educational, institutional and industrial environments.

From the basics you use everyday – like cleaning chemicals, vacuums, sanitary paper products, trash liners and hand soaps – to more specialized items – like ride-on autoscrubbers, and no-touch restroom accessories – WAXIE is your SINGLE SOURCE for all your facility maintenance supply needs. We are uniquely qualified to deliver a customized cleaning solution that perfectly suits your needs.

WAXIE Knows Green

WAXIE is committed to being an industry leader in promoting RESPONSIBLE business practices that support more sustainable communities. 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.

With its own LEED certified facilities, and LEED Accredited Professionals and CIMS-GB ISSA Certification Experts on staff, WAXIE understands how green cleaning fits into the broader scope of your overall sustainability goals, and offers the cleaning product solutions, training on cleaning best practices, and advanced procurement platforms to support a more sustainable approach to achieving CLEAN GREEN BUILDING ENVIRONMENTS.

WAXIE Knows Service

"Serving the Customer is the Focus of Everything We Do" is more than just our motto – it is our mission! Whether it's a crisis situation that demands a last-minute delivery, an all-night training, a timely equipment repair, or a bilingual training session, we have proven the extent of our dedication to our customers time and again by going far ABOVE AND BEYOND what most people would expect of us, in order to see that our customers' needs are met.

And because the WAXIE organization has been PURPOSE-BUILT from the ground up to serve those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the help you need, when you need it.

WAXIE Pledge to Sustainability

WAXIE Sanitary Supply is committed to being a leader to promote responsible business practices that support sustainable communities which are secure, economically prosperous, environmentally responsible and healthy places in which to live and work.

WAXIE shares the goal of establishing partnerships to advance education, communication, business best practices, policies, research, technologies and programs to support a more sustainable region for all generations.

WAXIE is committed to adopting more sustainable business practices for the company, and to partnering with its stakeholders to identify and implement the most effective facility maintenance solutions to protect and enhance the triple bottom line of human health, environmental stewardship, and economic prosperity.

WAXIE is a member of these organizations:



Corporate Headquarters
9353 Waxie Way
San Diego, CA 92123
(800) 995-4466
www.waxie.com





WAXIE GPS® Green Partner Support™
Your Guide to More Sustainable Cleaning Solutions



WAXIE
SANITARY SUPPLY



Follow the **WAXIE GPS** path!

You Have Green Cleaning Goals to Reach.

← CLEAN GREEN BUILDING
AT THE TOTAL LOWEST COST

Environmentally Preferable
Purchasing program →

GREEN SEAL GS-42 CERTIFICATION
←

ISSA CIMS-GB
Certification ↗

↖ AASHE STARS Rating

LEED CERTIFICATION →

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And because the WAXIE organization has been PURPOSE-BUILT from the ground up to serve those who are responsible for delivering clean and healthy buildings you can count on WAXIE to come through with the help you need, when you need it.

WAXIE GPS® Green Partner Support™

WAXIE GPS® Green Partner Support is an ideal platform for customers who would like to implement a green cleaning program which combines low environmental impact cleaning products with good sound cleaning procedures, along with the training and consultative expertise needed in order to create a more effective and safe cleaning program.

WAXIE GPS® identifies third-party certifications and guidelines whenever available to substantiate environmentally preferable product claims – such as EPA Comprehensive Procurement Guidelines (CPG), EPA Design for the Environment (DfE), UL Environment/EcoLogo, Green Seal, CRI Seal of Approval, Forest Stewardship Council (FSC), Scientific Certification Systems (SCS), Clean Air Choices Cleaner Certification (CACC), USDA BioPreferred Program and others – and includes the demonstrated knowledge of the LEED® Accredited Professionals and CIMS-GB ISSA Certification Experts employed by WAXIE.

WAXIE GPS® is a collaboration and partnership between WAXIE and its respective customer and manufacturer partners – and it is a comprehensive approach which addresses everything you will need to implement an effective green cleaning program.

Your WAXIE Sanitary Maintenance Consultant partners with you to customize a **WAXIE GPS®** path to help you reach your green cleaning goals.



Sustainable Cleaning Solutions Focused on Your Triple Bottom Line.



Protect Health

Promote safer and healthier indoor environments.



Reduce Impact

Reduce environmental impacts associated with cleaning process.



Increase Productivity

Increase workplace wellness and productivity.

WAXIE is a Partner You Can Rely On.





CLEANING CHEMICALS

Start with low environmental impact cleaning chemicals and dispensing systems, using products which are third-party certified to have a reduced impact on human health and the environment.



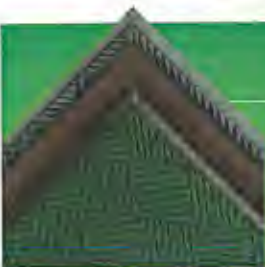
CLEANING TOOLS & EQUIPMENT

Increase the effectiveness of your cleaning chemical systems by combining them with microfiber cleaning tools, and utilize other low environmental impact cleaning equipment to clean your building's floor and vertical surfaces.



RECYCLING

Divert waste from the landfill by instituting a recycling program complete with the appropriate recycling containers to hold divertable items such as paper, plastic, glass, light bulbs, batteries and compostables.




ENTRYWAY MATTING SYSTEMS

Reduce the amount of dirt entering your building by deploying entryway matting systems, and develop the associated strategies to keep your entryways and exterior walkways clean.



WAXIE GPS® Guides You Towards Reaching Your Goals.



PAPER PRODUCTS & TRASH LINERS

Promote source reduction through controlled dispensing systems for paper products and right-sizing your trash liners. Use products which contain recycled content, are third-party certified, or derived from renewable resources.



WATER EFFICIENCY

Conserve water and increase hygiene in your building by utilizing no-touch restroom fixtures which regulate and reduce indoor water consumption and have hands-free operation.



WORKPLACE WELLNESS

Develop strategies to fight the spread of germs in your workplace and promote improved hand hygiene through increased hand washing and the use of hand sanitizers.



ONGOING STEWARDSHIP GOALS

Identify the stewardship and sustainability goals for which your **WAXIE GPS** green cleaning program can contribute – and partner with WAXIE to focus on opportunities for continuous improvement.



WAXIE GPS® Goes Beyond Products.

Process

WAXIE Sanitary Supply has the best value and most comprehensive offering of green cleaning product solutions available in the industry. In addition to offering this wide range of product choices, WAXIE GPS® places these products within a platform that recognizes that maximum positive impact can be achieved by considering an approach which addresses the best cleaning PROCESSES and PROCEDURES in association with these products as well.

Any product, if used incorrectly, can be potentially harmful to people, surfaces or the surrounding environment. WAXIE GPS® identifies BEST PRACTICES for the proper use and disposal of cleaning products in your building, with the goals of improving worker safety, maximizing source reduction opportunities, and increasing overall efficiency.

Procurement

Our Green Cleaning Consultation addresses opportunities to consolidate and standardize product selections to save inventory space, as well as opportunities to consolidate and streamline deliveries to minimize transportation impacts, and opportunities to use online e-commerce ordering, invoicing and reporting solutions to minimize paper usage and increase overall efficiencies.

Product	Process	Procurement	RESULTS
It starts with green products	Combined with the best practices	Combined with responsible procurement	Lower operating costs and reduced impact on human health and environment

WAXIE GPS® Offers the Resources to Get the Job Done.



WAXIE GPS® Catalog

Looking for just the right cleaning product solution for your Green Cleaning Program? The WAXIE GPS® Catalog offers the most comprehensive assembly of green cleaning products in the cleaning industry. In addition, the GPS Catalog provides a tutorial on the most prevalent third-party certification standards and product attributes which highlight how the featured products reduce impacts on human health and the environment. The WAXIE GPS® Catalog has everything you need to clean when you want to go green!



WAXIE GPS® Suite of Tools

Looking to implement an effective green cleaning program but not sure where to start? The WAXIE GPS® Suite of Tools offers a proven format to identify your "Green Cleaning Team," establish a baseline of your current cleaning processes, identify recommendations for improvement, deliver and track training for your cleaning staff, assess the cleaning effectiveness of your custodial operations, and calculate your green spend percentage. The WAXIE GPS® Suite of Tools has everything you need to develop a customized green cleaning policy and implement a high performance cleaning program.

Contact your Sanitary Maintenance Consultant to get started on Your **WAXIE GPS®** Path!



Corporate Headquarters
 9353 Waxie Way
 San Diego, CA 92123
 (800) 995-4466
www.waxie.com

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WAXIE is a member of these organizations:



The Forest Stewardship Council (FSC) is an international certification and labeling system for paper and wood products that come from responsibly managed forests, verified recycled sources, and controlled sources. Under FSC certification, forests are certified against a set of strict environmental and social standards, and fiber from certified forests is tracked all the way to the consumer through the Chain of Custody certification system. The end result is a product in the marketplace carrying the FSC "check-tree" logo. For more visit www.fsc.org.



www.waxie.com/green

Annual Savings Summary



	Savings
Purchasing	\$3,250
Orders and Inventory	\$23,400
Operational Efficiencies	\$3,250
Processing and Billing	\$2,600
E-Commerce Functionality	\$2,080
Best Practices Implementation	\$42,250
Total	\$76,830

- Purchasing
- Orders and Inventory
- Operational Efficiencies
- Processing and Billing
- E-Commerce Functionality
- Best Practices Implementation



DCS starts with you and your team

SUPPLY CHAIN SAVINGS APPLICATION



- Purchasing
- Orders and Inventory
- Operational Efficiencies
- Processing and Billing
- E-Commerce Functionality
- Best Practices Implementation

	Savings
Purchasing	\$7,200
Orders and Inventory	\$54,080
Operational Efficiencies	\$2,959
Processing and Billing	\$4,420
E-Commerce Functionality	\$3,900
Best Practices Implementation	\$48,000
Total	\$120,559

At the conclusion of the assessment, we deliver findings and identify cost savings opportunities. WAXIE's ultimate goal is to provide a strategic plan that will sustain long term continuous improvement.

Cleaning Equipment FLEET MANAGEMENT SOLUTION

Customized Dash Board Reporting	Repair Trend Analysis	Life Cycle Costing
Detailed Quote Generation & Repair History	Preventive Maintenance Scheduler	Vendor Performance Scorecard

Total cost of Ownership
Big cost savings & cost certainty – in every step of the entire life cycle

Consultative Software Tools

WAXIEapps are consultative software tools designed to help identify the most efficient and cost-effective cleaning solutions.

WAXIEapps™



WORKLOADING APPLICATION

CLICK ON TABS ABOVE TO GET STARTED!

- * Determine optimal staffing levels
- * Analyze allocation of labor
- * Identify labor-saving opportunities

Cleaning Software Solutions Focused On Your Bottom Line

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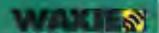


DELIVER CLEAN SAVINGS

Reducing Costs



The Most Trusted Name in Clean. Since 1946.
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VMI. Virtual Managed Inventory



Virtual Managed Inventory "VMI"



VMI

Virtual Managed Inventory by WAXIE

WAXIE's Virtual Managed Inventory (VMI) program provides easy ordering for managed inventory. WAXIE VMI uses a smart device app to collect and transmit your inventory order. VMI is available for iOS, Android and Windows 8 tablet devices.



VMI uses QR Codes to quickly identify the closet where inventory is required. Par levels are established for each product in the closet for quick and easy ordering. Simply enter the quantity on-hand into the VMI app, and the app will calculate the quantity needed to replenish to the Par level. Users will have access to only the closets where they are responsible for the inventory.



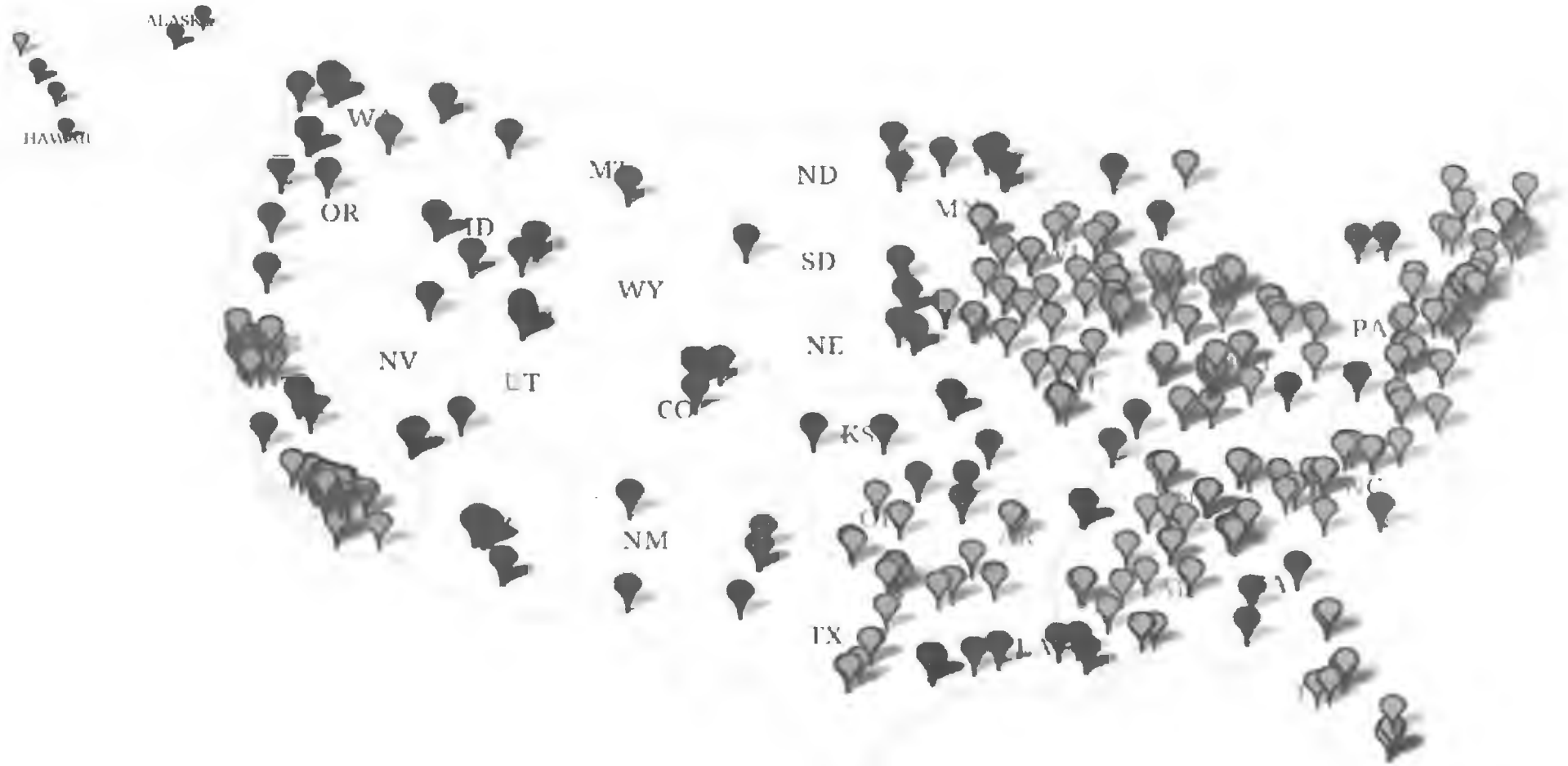
The order is then transmitted directly to WAXIE unless an approval is needed. If an approval is needed, the approver is notified of the order and the order will be held pending approval. Orders can also be sent to the customer's procurement system for processing prior to submitting the order to WAXIE.



Additional features available include offline inventory collection for future order submission when the internet is not available, view all available closets and their order history, year-to-date (YTD) Inventory Graph, YTD Order Graph, the monthly number of inventories performed and the number of monthly orders submitted.



NETWORK Distributor Locations



BOLD=HEADQUARTERS	CITY	STATE	ZIP	NO. OF BRANCHES	SQ. FOOTAGE
NETWORK DISTRIBUTOR	Jessup	MD	20794	2	240,000
	Richmond	VA	23224		
	Davie	FL	33314		
NETWORK DISTRIBUTOR	Indianapolis	IN	46241	2	200,000
	Columbus	OH	43228		
NETWORK DISTRIBUTOR	Los Angeles	CA	90023	4	500,000
	Galt	CA	95632		
	San Luis Obispo	CA	93401		
	American Canyon	CA	94503		
	Miami	FL	33166		
NETWORK DISTRIBUTOR	Sao Paulo, SP	Brazil	05422-030	16	140,000
NETWORK DISTRIBUTOR	City of Industry	CA	91746	2	200,000
	Hayward	CA	94545		
NETWORK DISTRIBUTOR	Carlstadt	NJ	07072	1	75,000
NETWORK DISTRIBUTOR	Nashville	TN	37209	7	500,000
	Mabelvale	AR	72103		
	Austell	GA	30168		
	Leighton	AL	35646		
	Chattanooga	TN	37406		
	Knoxville	TN	37921		
	Memphis	TN	38118		
NETWORK DISTRIBUTOR	San Jose	CA	95112	2	138,000
	San Jose	CA	95112		
NETWORK DISTRIBUTOR	Nashville	TN	37210	14	
	Birmingham	AL	35214		
	Madison	AL	35758		
	Norcross	GA	30071		
	Huntingberg	IN	47542		
	Lexington	KY	40511		
	Louisville	KY	40214		
	Jackson	MS	39209		
	Charlotte	NC	28269		
	Chattanooga	TN	37406		
	Knoxville	TN	37921		
	Memphis	TN	38118		
NETWORK DISTRIBUTOR	Lexington	KY	40511	1	80,000
NETWORK DISTRIBUTOR	Green Bay	WI	54303	1	61,000
NETWORK DISTRIBUTOR	Des Moines	IA	50321	6	140,000
	Hiawatha	IA	52233		
	Carroll	IA	51401		
	Omaha	NE	68138		
	Dubuque	IA	52002		
	Cedar Falls	IA	50614		
NETWORK DISTRIBUTOR	North Salt Lake City	UT	84054	1	60,000
NETWORK DISTRIBUTOR	Birmingham	AL	35209	3	138,000
	Montgomery	AL	36110		
	Monroeville	AL	36460		

NETWORK DISTRIBUTOR	San Jose	Costa Rica	11303	6	220,000
		Guatamala			
		Panama			
		El Salvador			
		Nicaragua			
		Honduras			
NETWORK DISTRIBUTOR	Richmond	CA	94804	3	225,000
	Petaluma	CA	94952		
	Windsor	CA	95492		
NETWORK DISTRIBUTOR	Fargo	ND	58102	4	240,000
	Bemidji	MN	56601		
	Virginia	MN	55792		
	St. Cloud	MN	56301		
	Minneapolis	MN	55413		
NETWORK DISTRIBUTOR	New Brighton	MN	55112	4	154,000
	Marquette	MI	49855		
	Sault Ste. Marie	MI	49783		
	Duluth	MN	55811		
	Rochester	MN	55904		
	LaCrosse	WI	54601		
	Hibbing	MN	55746		
	Marshfield	WI	54449		
NETWORK DISTRIBUTOR	Mobile	AL	36693	1	65,000
NETWORK DISTRIBUTOR	Milford	CT	06460	3	420,000
	Tewksbury	MA	01876		
	Cranbury	NJ	08512		
NETWORK DISTRIBUTOR	Harahan	LA	70123	2	147,000
	Alexandria	LA	71301		
NETWORK DISTRIBUTOR	Woodridge	IL	60517	6	1,052,500
	Mira Loma	CA	91752		
	Miramar	FL	33025		
	Norcross	GA	30071		
	Westampton	NJ	8060		
	The Colony	TX	75056		
	Atlanta	GA	30341		
	Kent	WA	98032		
	Santa Rosa	CA	95401		
NETWORK DISTRIBUTOR	Minneapolis	MN	55401	2	650,000
	Duluth	MN	55802		
NETWORK DISTRIBUTOR	Rutland	VT	05702	1	90,000
NETWORK DISTRIBUTOR	Fort Smith	AR	72903	2	47,000
	Ada	OK	74820		
NETWORK DISTRIBUTOR	Twin Falls	ID	83301	4	76,000
	Boise	ID	83704		
	Pocatello	ID	83201		
	Elko	NV	89801		
NETWORK DISTRIBUTOR	Canton	MA	02021	1	110,000
NETWORK DISTRIBUTOR	Overland Park	KS	66211	19	807,057
	Albertville	AL	35951		

	Springdale	AR	72762		
	Fresno	CA	93725		
	Calgary - Alberta	CAN	T2C1N9		
	Guelph - Ontario	CAN	N1H1G3		
	Fort Morgan	CO	80701		
	Oakwood	GA	30566		
	Ottumwa	IA	52501		
	Beardstown	IL	62618		
	Dodge City	KS	67801		
	Salisbury	MD	21804		
	Rocky Mount	NC	27804		
	North Bend	NE	68649		
	North Sioux City	SD	57049		
	Plainview	TX	79072		
	Harrisonburg	VA	22801		
	Green Bay	WI	54303		
NETWORK DISTRIBUTOR	Sioux Falls	SD	57104	7	170,000
	Grand Forks	ND	58203		
	Cedar Falls	IA	50613		
	Mason City	IA	50401		
	Sioux City	IA	51105		
	Rapid City	SD	57701		
	Billings	MT	59101		
NETWORK DISTRIBUTOR	Amsterdam	NY	12010	1	100,000
NETWORK DISTRIBUTOR	Saint Joseph	MO	64502	30	415,156
	Union City	CA	94587		
	Sacramento	CA	95834		
	Los Angeles	CA	90040		
	Denver	CO	80239		
	Tucson	AZ	85705		
	Houston	TX	77041		
	San Antonio	TX	78247		
	Kansas City	MO	64153		
	Columbia	MO	65202		
	Daleville	IN	47334		
	Lexington	KY	40511		
	Madisonville	KY	42431		
	Lancaster	PA	17601		
	Warminster	PA	18974		
	Manchester	NH	3109		
	Columbus	OH	43223		
	Manchester	CT	6042		
	Urbandale	IA	50322		
	Mesa	AZ	85210		
	Flagstaff	AZ	86004		
	Springfield	MO	65803		
	Branson	MO	65616		
	Maryland Heights	MO	63043		
	Victor	NY	14564		

	Lino Lakes	MN	55014		
	Eau Claire	WI	54701		
	Hutchinson	MN	55350		
	Staples	MN	56479		
	Owatonna	MN	55060		
	Sioux City	SD	57104		
	Rapid City	SD	57702		
	LaVista	NE	68128		
NETWORK DISTRIBUTOR	Indianapolis	IN	46268	9	500,000
	Belleville	MI	48111		
	Earth City	MO	63045		
	Cincinnati	OH	45249		
	Columbus	OH	43204		
	Alsip	IL	60803		
	Paducah	KY	42003		
	Kalamazoo	MI	49001		
	Tinley Park	IL	60477		
NETWORK DISTRIBUTOR	Jersey City	NJ	07306	30	2,419,231
	Franklin	MA	02038		
	High Point	NC	27263		
	Tampa	FL	33610		
	Manchester	NH	03108		
	Miami	FL	33178		
	Loxley	AL	36551		
	Jacksonville	FL	32219		
	Orlando	FL	32809		
	Austell	GA	30122		
	Jessup	MD	20794		
	Whitsett	NC	27377		
	Bordentown	NJ	08505		
	Catano	PR	00962		
	Bellingham	MA	02019		
	Racine	WI	53403		
	Elmhurst	IL	60126		
	Austell	GA	30168		
	Willow Grove	PA	19090		
	Victoria	TX	77903		
	San Antonio	TX	78219		
	Hutton	TX	78634		
	Temple	TX	76503		
	Clute	TX	77531		
	Brownsville	TX	78521		
	Corpus Christi	TX	78416		
	Kansas City				
	Birmingham	AL	35233		
	Tuscaloosa	AL	35401		
	Montgomery	AL	36110		
	Woodside	NY	11377		
	Boyleston	MA	01505		

	St. Louis	MO	63146		
	Independence	MO	64056		
	Irvine	CA	92606		
NETWORK DISTRIBUTOR	Bell	CA	90201	4	600,000
	Commerce	CA	90022		
	Bell	CA	90201		
	Hayward	CA	94945		
	Los Angeles	CA	90001		
NETWORK DISTRIBUTOR	St. Louis	MO	63134	1	135,000
NETWORK DISTRIBUTOR	12529 Schonefeld		Germany	350	8,000,000
NETWORK DISTRIBUTOR	Meridian	MS	39301	5	390,000
	Flowood	MS	39232		
	Demopolis	AL	36732		
	Columbus	MS	39703		
	Hattiesburg	MS	39403		
NETWORK DISTRIBUTOR	Chattanooga	TN	37402	1	35,000
NETWORK DISTRIBUTOR	Auburn	NY	13021	1	120,000
NETWORK DISTRIBUTOR	Knoxville	TN	37914	4	130,000
	Charlotte	NC	28206		
	Chattanooga	TN	37406		
	Nashville	TN	37214		
NETWORK DISTRIBUTOR	Monterrey, NL	Mexico	64500	1	75,000
	Apodaca, NL	Mexico	66600		
	Monterrey	NL	C.P. 64500		
	Nuevo Laredo	TAMPS	C.P. 88209		
	Matamoros	TAMPS	C.P. 87300		
	Tampico	TAMPS	C.P. 89318		
	Saltillo	COAH	C.P. 25294		
	Torreón	COAH	C.P. 27000		
	Monclova	COAH	C.P. 25760		
	Piedras Negras	COAH	C.P. 26025		
	Cd. Acuña	COAH	C.P. 26230		
	Durango	DGO	C.P. 34290		
	Zacatecas	ZAC	C.P. 98600		
	Cd	Juarez	C.P. 32370		
	Chihuahua	CHIH	C.P. 31110		
	Delicias	CHIH	C.P. 3300		
	Hermosillo	SON	C.P. 83137		
	Tijuana	BCN	C.P. 22410		
	Los Mochis	SIN	C.P. 81215		
	Culiacan	SIN	C.P. 80150		
	Mazatlán	SIN	C.P. 82000		
	Cabo San Lucas	BCS	C.P. 23473		
	Guadalajara	JAL	C.P. 44470		
	Tepatitlan de Morelos	JAL	C.P. 45602		
	Aguascalientes	AGS	C.P. 20110		
	San Luis Potosí	SLP	C.P. 78384		
	León	GTO	C.P. 37227		
	Queretaro	QRO	C.P. 76089		

	Puerto Vallarta	JAL	C.P. 48290		
	Colima	COL	C.P. 28000		
	Morelia	MICH	C.P. 58146		
	Lázaro Cárdenas	MICH	C.P. 60950		
	Mexico	DF	C.P. 02300		
	Mexico	DF	C.P. 02300		
	Puebla	PUE	C.P. 72180		
	Tehuacan	PUE	C.P. 75740		
	Lerma	EDOMEX	C.P. 52000		
	Cuernavaca	MOR	C.P. 62250		
	Cuatla	MOR	C.P. 62744		
	Acapulco	GRO	C.P. 39355		
	Veracruz	VER	C.P. 91700		
	Coatzacoalcos	VER	C.P. 96400		
	Villahermosa	TAB	C.P. 02300		
	Tlalixtac de Cabrera	OAX	C.P. 68270		
	Tuxtla Gutierrez	CHIS	C.P.29110		
	Tapachula	CHIS	C.P. 30700		
	San Cristobal	CHIS	C.P. 29264		
	Merida	YUC	C.P. 97210		
	Cancun	Q.ROO	C.P. 77530		
	Playa del Carmen	Q. ROO	C.P. 77712		
	Monterrey	NL	C.P. 64820		
	Monterrey	NL	C.P. 64650		
	Monterrey	NL	C.P. 64000		
	Saltillo	COAH	C.P. 25240		
	Torreón	COAH	C.P. 27085		
	Cd. Juarez	Chih.	C.P. 32580		
	Mexico	DF	C.P. 08400		
	Mexico	DF	C.P. 06400		
	Tlanepantla	EDOMEX	C.P. 54073		
	Guadalajara	JAL	C.P. 44530		
	Guadalajara	JAL	C.P. 44260		
	Tlaquepaque	JAL	C.P. 45602		
	Puebla	PUE	C.P. 72810		
	León	GTO	C.P. 37220		
	San Pedro Garza García	NL	C.P. 66250		
	Monterrey	NL	C.P. 64770		
	San Nicolas de los Garza	N.L.	C.P. 66460		
	Monterrey	NL	C.P. 64989		
	Monterrey	NL	C.P. 64620		
	Saltillo	COAH	C.P. 25260		
NETWORK DISTRIBUTOR	Purchase	NY	10577	28	
	Wallingford	CT	06492		
	Carol Stream	IL	60188		
	Belingham	MA	02019		
	Columbia	MD	21045		
	Hanover	MD	21076		
	Portland	ME	04103		

	Dexter	MI	48130		
	Grand Rapids	MI	49544		
	St. Paul	MN	55108		
	Durham	NC	27713		
	Londonderry	NH	03053		
	Manchester	NH	03109		
	Teterboro	NJ	07608		
	Farmingdale	NY	11735		
	Latham	NY	12110		
	Melville	NY	11747		
	Rochester	NY	14623		
	Hanover Township	PA	18706		
	King of Prussia	PA	19406		
	Mount Joy	PA	17552		
	Pittsburgh	PA	15233		
	Colonial Heights	VA	23834		
	Richmond	VA	23230		
	Springfield	VA	22151		
	Virginia Beach	VA	23462		
	Williston	VT	05495		
	Pewaukee	WI	53188		
	Trenton	NJ	08609		
	Allentown	PA	18109		
NETWORK DISTRIBUTOR	Canton	OH	44707	2	479,000
	Lincolnton	NC	28092		
NETWORK DISTRIBUTOR	Jacksonville	FL	32207	23	
	Birmingham	AL	35204		
	Mobile	AL	36619		
	Montgomery	AL	36117		
	Little Rock	AR	72210		
	Midway	FL	32343		
	Orlando	FL	32819		
	Riviera Beach	FL	33404		
	Tampa	FL	33610		
	Lithia Springs	GA	30122		
	New Orleans	LA	70123		
	Pearl	MS	39208		
	Arden	NC	28704		
	Charlotte	NC	28266		
	Greensboro	NC	27409		
	Morrisville	NC	27560		
	Greenville	SC	29607		
	West Columbia	SC	29170		
	Antioch	TN	37013		
	Chattanooga	TN	37416		
	Memphis	TN	38141		
	Nashville	TN			
	Pembroke Park	FL			
	Orlando	FL			

	Hialeah	FL	33015		
	Lewisburg	TN			
NETWORK DISTRIBUTOR	Hamilton	OH	45011	1	70,000
NETWORK DISTRIBUTOR	West Springfield	MA	10190	1	100,000
NETWORK DISTRIBUTOR	San Antonio	TX	78220	3	197,000
	Houston	TX	77043		
	Grand Prairie	TX	75050		
NETWORK DISTRIBUTOR	Wailuku	HI	96793	2	31,000
	Lihue	HI	96766		
NETWORK DISTRIBUTOR	Wheeling	IL	60090	20	1,200,000
	Wausau	WI	54401		
	Normal	IL	61761		
	Springfield	IL	62703		
	DesPlaines	IL	60016		
	Quincy	IL	62305		
	Rockford	IL	61102		
	Minneapolis	MN	55414		
	Appleton	WI	54913		
	Madison	WI	53716		
	Milwaukee	WI	53224		
	Houston	TX	77036		
	St. Louis	MO	63146		
	Springfield	MO	65802		
	Evansville	IN	47711		
	Plainfield	IN	46168		
	Lenexa	KS	66215		
	Louisville	KY	40213		
	Tulsa	OK	74107		
	West Des Moines	IA	50265		
NETWORK DISTRIBUTOR	Cleveland	OH	44105	9	
	Fort Wayne	IN	46808		
	Indianapolis	IN	46241		
	Louisville	KY	40228		
	Ann Arbor	MI	48104		
	Detroit	MI	48216		
	Livonia	MI	48150		
	Southfield	MI	48033		
	Sterling Heights	MI	48312		
	Akron	OH	44301		
	Cincinnati	OH	45246		
	Cincinnati	OH	45204		
	Cincinnati	OH	45203		
	Cleveland	OH	44109		
	Columbus	OH	43228		
	Columbus	OH	43228		
	Dayton	OH	45404		
	Greenwich	CT	06830		
NETWORK DISTRIBUTOR	New Braunfels	TX	78130	10	450,000
	San Antonio	TX	78210		

	Houston	TX	77041		
	Grand Prairie	TX	76011		
	Ponchatoula	LA	70454		
	Baton Rouge	LA	70809		
	Rancho Cucamonga	CA	91730		
	Minden	LA	71055		
	Tyler	TX	75702		
	Lake Charles	LA	70601		
	La Grange	IL	60526		
NETWORK DISTRIBUTOR	New Berlin	WI	53151	2	113,000
	Madison	WI	53703		
	Wausau	WI	54401		
NETWORK DISTRIBUTOR	Omaha	NE	68130	2	45,000
	Urbandale	IA	50322		
NETWORK DISTRIBUTOR	Rancho Dominguez	CA	90220	6	200,000
	Henderson	NV	89011		
	West Valley City	UT	84119		
	Phoenix	AZ	85043		
	Commerce City	CO	80022		
	Kent	WA	98031		
NETWORK DISTRIBUTOR	Norton Shores	MI	49456	7	275,000
	Grand Rapids	MI	49512		
	Holland	MI	49423		
	Rochester Hills	MI	48309		
	Traverse City	MI	49684		
	Bowling Green	OH	43402		
	Northfield Center	OH	44067		
	Indianapolis	IN	46241		
	Decatur	IL	62526		
	Willowick	OH	44095		
NETWORK DISTRIBUTOR	Glenview	IL	60025	2	400,000
	Sturtevant	WI	53177		
NETWORK DISTRIBUTOR	Dallas	TX	75234	6	530,000
	Longview	TX	75604		
	Texarkana	TX	75501		
	Austin	TX	78754		
	Beaumont	TX	77705		
	Lubbock	TX	79404		
	El Paso	TX	79906		
	Houston	TX	77041		
	Waco	TX	76701		
NETWORK DISTRIBUTOR	Redlands	CA	92374	5	272,000
	Union City	CA	94587		
	San Diego	CA	92154		
	Las Vegas	NV	89115		
	Kent	WA	98032		
NETWORK DISTRIBUTOR	Bronx	NY	10454	1	240,000
NETWORK DISTRIBUTOR	Warrendale	PA	15086	1	125,000
NETWORK DISTRIBUTOR	Clarksville	IN	47129	1	30,000

NETWORK DISTRIBUTOR	Philadelphia	PA	19114	3	300,000
	Annapolis	MD	21401		
	Rosedale	MD	21237		
NETWORK DISTRIBUTOR	Scranton	PA	18411	1	225,000
NETWORK DISTRIBUTOR	Cincinnati	OH	45214	3	200,000
	Portsmouth	OH	45662		
	Charleston	WV	25302		
NETWORK DISTRIBUTOR	Grand Prairie	TX	75050	7	800,000
	Austel	GA	30168		
	Austin	TX	78758		
	Houston	TX	77040		
	San Antonio	TX	78219		
	Wichita Falls	TX	76310		
	Middlesex	NJ	08831		
NETWORK DISTRIBUTOR	Harrisburg	PA	17110	2	89,000
	New Brighton	PA	15066		
	York	PA	17403		
	Allentown	PA	18109		
NETWORK DISTRIBUTOR	Clarksburg	WV	26302	1	33,000
NETWORK DISTRIBUTOR	Modesto	CA	95358	1	22,400
NETWORK DISTRIBUTOR	Lenexa	KS	66219	5	220,000
	Tolleson	AZ	85353		
	Chesterfield	MO	63005		
	Pendergrass	GA			
	Midlothian	TX	76065		
NETWORK DISTRIBUTOR	Landover	MD	20785	1	125,000
NETWORK DISTRIBUTOR	La Crosse	WI	54603	1	70,000
NETWORK DISTRIBUTOR	Spartanburg	SC	29301	9	1,035,000
	Jacksonville	FL	32226		
	College Park	GA	30337		
	Vidalia	GA	30474		
	Browns Summit	NC	27214		
	Conway	SC	29526		
	Lakeland	FL	33805		
	Pigeon Forge	TN	37863		
	Albany	GA	31701		
NETWORK DISTRIBUTOR	Wichita	KS	67219	2	120,000
	Oklahoma City	OK	73107		
NETWORK DISTRIBUTOR	Temecula	CA	92562	6	360,000
	Denver	CO	80239		
	Dallas	TX	75227		
	Fresno	CA	93706		
	Stockton	CA	85202		
NETWORK DISTRIBUTOR	Vaughan	Ontario	L4L 0B9	1	
NETWORK DISTRIBUTOR	Santa Fe Springs	CA	90670	12	
	Phoenix	AZ	85009		
	Union City	CA	94587		
	Aurora	CO	80011		
	Honolulu	HI	96817		

	Las Vegas	NV	89118		
	Gresham	OR	97230		
	West Valley City	UT	84199		
	Kent	WA	98032		
	Concord	CA	94518		
	Sacramento	CA	95814		
	Hayward	CA	94544		
	Oakland	CA	94512		
	Santa Clara	CA	95054		
	San Jose	CA	95122		
	Palo Alto	CA	94303		
	San Carlos	CA	94070		
	San Francisco	CA	94103		
	Fresno	CA	93726		
	Ventura	CA	93003		
	Westlake Village	CA	91361		
	Chatsworth	CA	91311		
	North Hollywood	CA	91605		
	Seattle	WA	98134		
	Salt Lake City	UT	84115		
	Portland	OR	97230		
	North Phoenix	AZ	85029		
	Phoenix	AZ	85013		
	Tempe	AZ	85281		
	Tuscon	AZ	85705		
	Anaheim	CA	92806		
	Burbank	CA	91502		
	Cerritos	CA	90703		
	Chula Vista	CA	91910		
	Covina	CA	91724		
	El Monte	CA	91731		
	Escondido	CA	92029		
	Gardena	CA	90248		
	Hollywood	CA	90038		
	San Diego	CA	92111		
	Laguna Hills	CA	92653		
	Los Angeles	CA	90021		
	Palm Desert	CA	92211		
	Pasadena	CA	91105		
	Riverside	CA	92507		
	San Bernadino	CA	92408		
	San Diego	CA	92110		
	Santa Ana	CA	92704		
	Santa Fe Springs	CA	90670		
	Santa Monica	CA	90404		
	Signal Hill	CA	90755		
	Tustin	CA	92780		
	Upland	CA	91786		
	City of Industry	CA	91789		

NETWORK DISTRIBUTOR	Fremont	CA	94538	1	200,000
NETWORK DISTRIBUTOR	Port Chester	NY	10573	1	
NETWORK DISTRIBUTOR	Odessa	TX	79764	3	75,000
	Lubbock	TX	79404		
	Wichita Falls	TX	76306		
NETWORK DISTRIBUTOR	San Diego	CA	92123	21	872,000
	Anchorage	AK	99517		
	Fairbanks	AK	99701		
	Mesa	AZ	85215		
	Tucson	AZ	85719		
	El Centro	CA	92243		
	Livermore	CA	94550		
	Ontario	CA	91764		
	Santa Ana	CA	92704		
	Thousand Palms	CA	92276		
	Aurora	CO	80011		
	Colorado Springs	CO	80915		
	Boise	ID	83709		
	Idaho Falls	ID	83401		
	Las Vegas	NV	89119		
	Gresham	OR	97230		
	Salt Lake City	UT	84104		
	St. George	UT	84790		
	Kent	WA	98032		
	Spokane	WA	99216		
	West Sacramento	CA	95691		
	Santa Rosa	CA	95403		
	San Jose	CA	95112		
NETWORK DISTRIBUTOR	Kent	WA	98032	13	900,000
	Anchorage	AK	99501		
	Redding	CA	96003		
	Sacramento	CA	95811		
	Boise	ID	83705		
	Idaho Falls	ID	83402		
	Missoula	MT	59801		
	Eugene	OR	97402		
	Medford	OR	97504		
	Portland	OR	97230		
	Redmond	OR	97756		
	Kennewick	WA	99336		
	Spokane Valley	WA	99216		
	Burlington	WA	98233		
NETWORK DISTRIBUTOR	Denver	CO	80239	4	225,000
	Phoenix	AZ	85043		
	Albuquerque	NM	87121		
	Grand Junction	CO	81501		
NETWORK DISTRIBUTOR	Victoriaville	Quebec	G6P 7E3	17	350,000
	Brossard	Quebec	J4Y 2P3		
	Gatineau	Quebec	J8Z 1S9		

	Quebec	Quebec	G1N 3Y1		
	Sault Ste-Marie	Ontario	P6A 1M7		
	Sudbury	Ontario	P3B 2E5		
	Winnipeg	Manitoba	R2X 2Z7		
	Calgary	Alberta	T2E 7A3		
	Edmonton	Alberta	T5S 2W7		
	Castlegar	British Columbia	V1N 2A8		
	Coquitlam	British Columbia	V3K 6T1		
	Vancouver	British Columbia	V5L 2G1		
	Mississauga	Ontario	L5T 2V5		
	Dartmouth	Nova Scotia	B3B 1C9		
	Mt. Pearl	Newfoundland	A1N 4SP		
	Paradise	Newfoundland	A1L 1N3		
	Regina	Saskatchewan	S4T 0X7		
	Etobicoke	Ontario	M9W 5A5		



The Most Trusted Name In Clean. Since 1945.

WAXIE Office /Distribution/Will Call/Service Center Locations

WAXIE Corporate

9353 Waxie Way
San Diego, CA 92123
Ph: (858) 292-8111

WAXIE Anchorage, Alaska

Sales/Will Call/Distribution
4005 Spenard Road
Anchorage, AK 99517
Ph: (907) 248-0404

WAXIE Fairbanks, Alaska

Sales/Will Call/Distribution
975 Van Horn Road, Suite 3
Fairbanks, AK 99701-7656
Ph: (907) 452-8538

WAXIE Mesa, Arizona

Sales/Service/Will Call/Distribution
4136 E. McDowell Road
Mesa, AZ 85215
Ph: (480) 333-1000

WAXIE Tucson, Arizona

Sales/Will Call/Service
355 S. Euclid, Suite 105
Tucson, AZ 85719-6654
Ph: (520) 629-9699

WAXIE Bay Area, California

Sales/Service/Will Call/Distribution
901 North Canyons Parkway
Livermore, CA 94550
Ph: (925) 454-2900

WAXIE El Centro, California

Sales/Will Call
198 E. Ross Road
El Centro, CA 92243-9448
Ph: (760) 352-4691

WAXIE Ontario, California

Sales/Service/Will Call/Distribution
905 N. Wineville
Ontario, CA 91764-5595
Ph: (909) 942-3100

WAXIE Palm Springs, California

Sales/Will Call
72-080 Woburn Court
Thousand Palms, CA 92276
Ph: (760) 343-4410

WAXIE Sacramento, California

Sales/Service/Will Call/Distribution
2421 Del Monte Street
West Sacramento, CA 95691
Ph: (916) 231-0584

WAXIE San Diego, California

Sales/Service/Will Call/Distribution
9353 Waxie Way
San Diego, CA 92123
Ph: (858) 292-8111

WAXIE San Jose, California

Sales/Will Call/Distribution
890 Service Street
San Jose, CA 95112
Ph: (408) 855-6600

WAXIE Santa Ana, California

Sales/Service/Will Call/Distribution
3220 S. Fairview Street
Santa Ana, CA 92704-6509
Ph: (714) 545-8441

WAXIE Santa Rosa, California

Sales/Will Call/Distribution
981 Airway Court, Suite D
Santa Rosa, CA 95403
Ph: (707) 522-6840

WAXIE Colorado Springs, Colorado
Sales/Will Call/Distribution
2180 Victor Place, Suite B
Colorado Springs, CO 80915
Ph: (719) 418-8100

WAXIE Denver, Colorado
Sales/Service/Will Call/Distribution
2255 N. Pagosa Street, Suite 100
Aurora, CO 80011
Ph: (720) 216-6600

WAXIE Boise, Idaho
Sales/Will Call/Distribution
6663 S. Eisenman Road, Suite 120
Boise, Idaho 83716
Ph: (208) 376-8700

WAXIE Idaho Falls, Idaho
Sales/Will Call/Distribution
1359 E. Commerce Way
Idaho Falls, Idaho 83401
Ph: (208) 552-1300

WAXIE Las Vegas, Nevada
Sales/Service/Will Call/Distribution
277 Pilot Road
Las Vegas, NV 89119-3533
Ph: (702) 263-0663

WAXIE Portland, Oregon
Sales/Will Call/Distribution
Building D of The Commons at South Shore
4772 NE 190th Lane
Gresham, Oregon 97230
Ph: (503) 674-0002

WAXIE St. George, Utah
Sales/Will Call
525 North 3050 East, Suite 102
St. George, UT 84790
Ph: (435) 652-9990

WAXIE Salt Lake City, Utah
Sales/Service/Will Call/Distribution
5107 West 1730 South
Salt Lake City, UT 84104
Ph: (801) 886-3700

WAXIE Seattle, Washington
Sales/Service/Will Call/Distribution
18314 80th Place South
Kent, WA 98032-2504
Ph: (425) 291-1700

WAXIE Spokane, Washington
Sales/Will Call
3808 N. Sullivan Road, Building 25C
Spokane Valley, WA 99216
Ph: (507) 344-3900



Note: Weekly Customer Progress Calls are a part of each Implementation Phase

Phase I – Implementation Launch

- **Customer Review**
 - Review Contract Details
 - Establish Customer Expectations for:
 - Account Implementation
 - Total Length of Contract
 - Discuss Next Steps
 - Customer to Send Letter of Endorsement to their Locations
 - Customer to Complete Key Contacts Worksheet
- **Customer Location Launch Kit**
 - Copy of Letter of Endorsement
 - Key Contract Details
 - Key Measurable/Compliance
 - NETWORK profile with Key Contacts
 - Implementation Contact Information
 - Local Representative Contact Information
 - Corporate Account Director Contact Information
 - Next Steps/Expectations
- **NETWORK Local Representative Launch Kit**
 - Copy of Letter of Endorsement
 - Key Contract Details
 - Key Measurable/Compliance
 - Customer Profile/Background
 - Local Engagement – Local Customer Contact Information

Phase II – Account Setup

- Various Tasks to get the Customer Setup in our SAP System

Phase II – E-Business Systems Setup

- Integrate with your procurement, invoicing and reporting processes
- Award-winning back end system, powered by SAP

Phase IV – PROGRAM LAUNCH!!

- Start Accepting Orders

Phase V – Post Program Launch Audit

- Monthly/Quarterly Reports to Demonstrate:
 - Product Compliance
 - Local Engagement/Penetration



Government

Facility Supply Solutions



The Most Trusted Name in Clean. Since 1945.



You Want a Clean Green High Performance Building at the Total Lowest Cost

WAXIE Offers Total Facility Supply Solutions

- 1 Office Cleaning Supplies
 - Cleaning chemicals
 - Cleaning equipment
- 2 Restroom Supplies
 - Hand hygiene
 - Paper products
 - Toilet products
- 3 Recycling Solutions
 - Recyclables
 - Customized options
- 4 Energy Conservation
 - Energy audits
 - Energy conservation
- 5 Water Conservation
 - Water audits
 - Water conservation products
- 6 Building Site Maintenance
 - Window cleaning services
 - Window cleaning materials
 - Window cleaning equipment
- 7 Breakroom Supplies
 - Foodservice items
 - Foodservice equipment
- 8 Entryway Systems
 - Entryway matting
 - Entryway supplies



Experienced Consultants

When you work with WAXIE, you are working with the industry's most experienced consultants. Our consultants have over 20 years of experience in the facility supply industry. We have worked with some of the most well-known and respected organizations in the world. Our consultants are highly trained and experienced in all aspects of facility supply management.

Customized Solutions

No two buildings are exactly alike, and no two organizations are alike. WAXIE will work with you to develop a customized solution that meets your specific needs and overall cost savings. WAXIE is a total facility supply solution, providing you with a single point of contact for all your facility supply needs.

Management Tools

WAXIE offers a variety of management tools to help you manage your facility supply program. Our tools include online portals, mobile apps, and reporting tools. These tools provide you with real-time data and insights into your facility supply program, helping you to make better decisions and improve your bottom line.

Sustainability

You have sustainability goals, and WAXIE can help you reach them. Our consultants are experienced in helping organizations achieve their sustainability goals through facility supply management. We offer a variety of sustainable facility supply solutions, including recycled products and energy-efficient equipment.

WAXIE is a Partner You Can Rely On.



WAXIE Knows Clean

Since 1945, WAXIE has grown from one small store in San Diego, CA into America's largest independent family-owned sanitary maintenance supply distributor, and a cleaning industry leader – EXPERTS in the maintenance requirements of commercial, educational, institutional and industrial environments.

From the basics you use everyday – like cleaning chemicals, vacuums, sanitary paper products, trash liners and hand soaps – to more specialized items – like ride-on autoscrubbers, and no-touch restroom accessories – WAXIE is your SINGLE SOURCE for all your facility maintenance supply needs. We are uniquely qualified to deliver a customized cleaning solution that perfectly suits your needs.

WAXIE Knows Green

WAXIE is committed to being an industry leader in promoting RESPONSIBLE business practices that support more sustainable communities. 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.

With its own LEED certified facilities, and LEED Accredited Professionals and CIMS-GB ISSA Certification Experts on staff, WAXIE understands how green cleaning fits into the broader scope of your overall sustainability goals, and offers the cleaning product solutions, training on cleaning best practices, and advanced procurement platforms to support a more sustainable approach to achieving CLEAN GREEN BUILDING ENVIRONMENTS.

WAXIE Knows Service

"Serving the Customer is the Focus of Everything We Do" is more than just our motto – it is our mission! Whether it's a crisis situation that demands a last-minute delivery, an all-night training, a timely equipment repair, or a bilingual training session, we have proven the extent of our dedication to our customers time and again by going far ABOVE AND BEYOND what most people would expect of us, in order to see that our customers' needs are met

And because the WAXIE organization has been PURPOSE-BUILT from the ground up to serve those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the help you need, when you need it.

WAXIE **GOV** Facility Supply Solutions – Discover the WAXIE Difference



For Government Facility Maintenance and Procurement Professionals, WAXIE understands that you need to provide a clean and efficient workplace for your building occupants at the total lowest cost while meeting governmental executive orders – WAXIE delivers innovative facility maintenance supply and hand hygiene solutions along with industry-specific expertise and consultation that contribute to lower operating costs, increased occupant wellness and enhanced public image.



WAXIE has Inventory Centers strategically located throughout the Western United States to serve you. WAXIE is also a member-owner of Network Services Company, which is a streamlined and collaborative collection of the best independent distributors in the world, which provides an efficient and integrated approach to servicing large account portfolios.

Contact your Account Consultant to learn more about
WAXIE GOV Facility Supply Solutions!

In addition to numerous local contracts for tax-supported entities, **WAXIE** maintains the following GPO contracts for public sector purchasers:



WAXIE is a member of these organizations:



Corporate Headquarters
9353 Waxie Way | San Diego, CA 92123 | (800) 995-4466 | www.waxie.com

WAXIE® Web@Work®



Online Ordering

Quick and easy ordering of all
your cleaning supply needs



Account Management

Analyze product usage information,
check real-time status of orders



SDS Lookup

Immediate access to GHS
compliant Safety Data Sheets



WAXIE Web@Work[®] provides you with access to the information that makes ordering supplies and managing your account easier.

Online SDS

Important right-to-know information right at your fingertips.

Real-Time Order Status

Focus in on the status of the orders on your account.

Analyze Usage Information

Review your average monthly product usage.

Online Ordering

WAXIE Web@Work makes ordering your cleaning supplies quick and easy.

Shopping Lists

Make online ordering even quicker by customizing your list of products.

Online Catalog

Real-time access to the most up-to-date product information.

Product Availability

Put our inventory at your fingertips.

Enhanced Searching

Use product attributes (size, color, fragrance) to help find the exact product you are looking for.

eINVOICING

eINVOICING enables you to eliminate the high costs of errors, and operational challenges of paper processes.

WAXIE offers eINVOICING to increase efficiencies, reduce errors, lower costs, and to promote sustainability.

(Does not include online payment at this time.)

ADDITIONAL CUSTOM FEATURES

Real-Time Account Summary and Invoice Status

View a real-time financial snap-shot of your account at a glance.

Real-Time Inventory Detail

Put the exact quantities of our inventory at your fingertips.

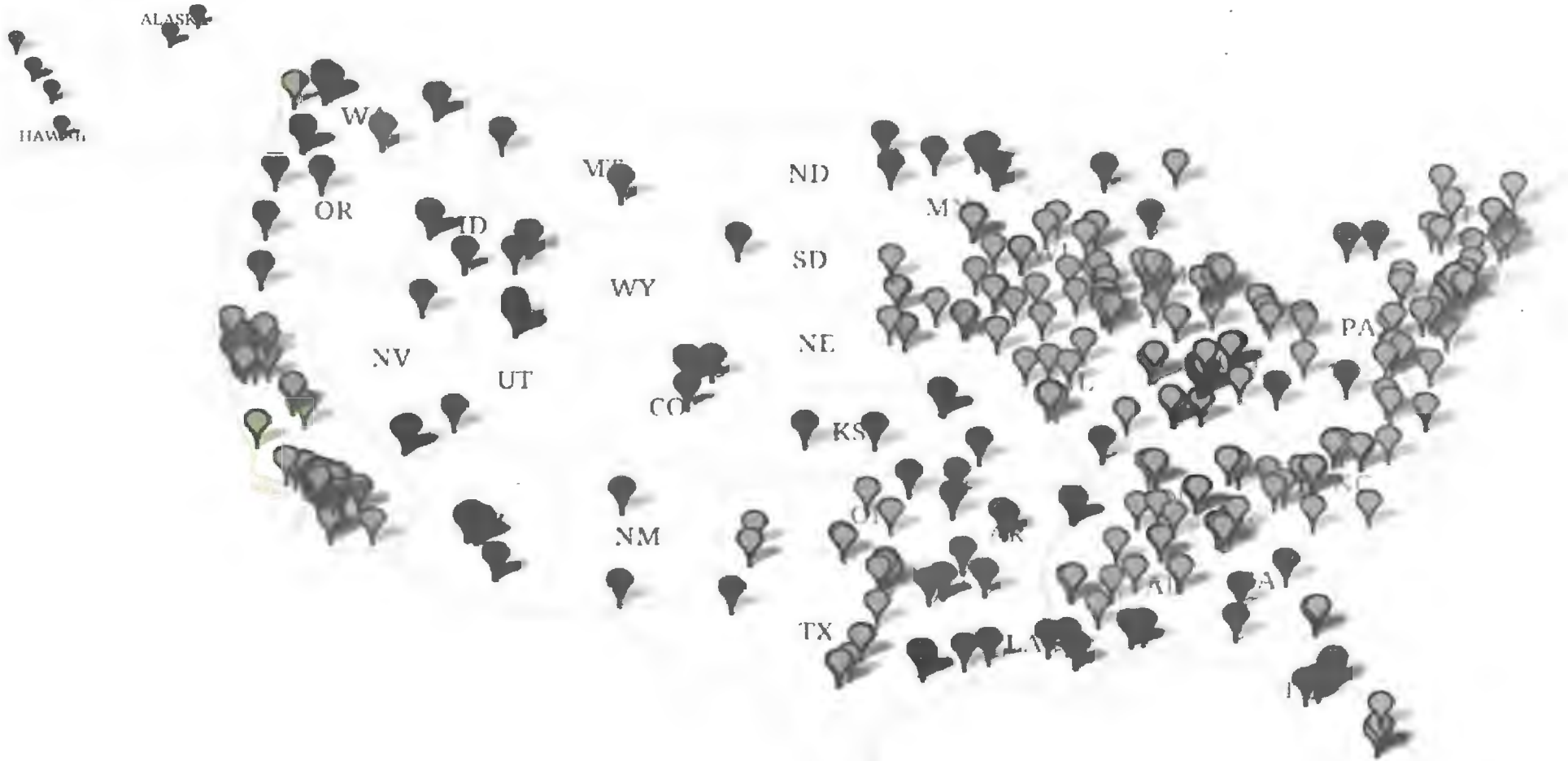
Approvers

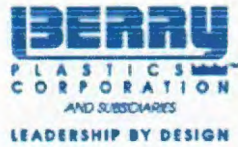
Supply order is placed only after your approval.

Spend Management

Spend Management allows several options for you to track your budget dollars. Budgets are available on a per month, per quarter or per year basis.

NETWORK Distributor Locations





MARKET-LEADING SUPPLIERS

NETWORK[®] has strong relationships with the industry's top suppliers



WAXIE GPS® Green Partner Support™
Your Guide to More Sustainable Cleaning Solutions



WAXIE 
SANITARY SUPPLY



Follow the **WAXIE GPS** path!

You Have Green Cleaning Goals to Reach.

← CLEAN GREEN BUILDING
AT THE TOTAL LOWEST COST

Environmentally Preferable
Purchasing program →

GREEN SEAL GS-42 CERTIFICATION
←

ISSA CIMS-GB
Certification ↗

↖ AASHE STARS Rating

LEED CERTIFICATION →

WAXIE Knows Clean

Since 1945, WAXIE has grown from one small store in San Diego, CA into America's largest independent family-owned sanitary maintenance supply distributor, and a cleaning industry leader – EXPERTS in the maintenance requirements of commercial, educational, institutional and industrial environments.

From the basics you use everyday – like cleaning chemicals, vacuums, sanitary paper products, trash liners and hand soaps – to more specialized items like ride on autoscrubbers, and no touch restroom accessories – WAXIE is your SINGLE SOURCE for all your facility maintenance supply needs. We are uniquely qualified to deliver a customized cleaning solution that perfectly suits your needs.

WAXIE Knows Green

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With its own LEED certified facilities, and LEED Accredited Professionals and CIMS-GB ISSA Certification Experts on staff, WAXIE understands how green cleaning fits into the broader scope of your overall sustainability goals, and offers the cleaning product solutions, training on cleaning best practices, and advanced procurement platforms to support a more sustainable approach to achieving CLEAN GREEN BUILDING ENVIRONMENTS.

WAXIE Knows Service

"Serving the Customer is the Focus of Everything We Do" is more than just our motto – it is our mission! Whether it's a crisis situation that demands a last-minute delivery, an all-night training, a timely equipment repair, or a bilingual training session, we have proven the extent of our dedication to our customers time and again by going far ABOVE AND BEYOND what most people would expect of us, in order to see that our customers' needs are met.

And because the WAXIE organization has been PURPOSE-BUILT from the ground up to serve those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the help you need, when you need it.

WAXIE GPS® Green Partner Support™

WAXIE GPS® Green Partner Support is an ideal platform for customers who would like to implement a green cleaning program which combines low environmental impact cleaning products with good sound cleaning procedures, along with the training and consultative expertise needed in order to create a more effective and safe cleaning program.

WAXIE GPS® identifies third-party certifications and guidelines whenever available to substantiate environmentally preferable product claims – such as EPA Comprehensive Procurement Guidelines (CPG), EPA Design for the Environment (DfE), UL Environment/EcoLogo, Green Seal, CRI Seal of Approval, Forest Stewardship Council (FSC), Scientific Certification Systems (SCS), Clean Air Choices Cleaner Certification (CACC), USDA BioPreferred Program and others – and includes the demonstrated knowledge of the LEED® Accredited Professionals and CIMS-GB ISSA Certification Experts employed by WAXIE.

WAXIE GPS® is a collaboration and partnership between WAXIE and its respective customer and manufacturer partners – and it is a comprehensive approach which addresses everything you will need to implement an effective green cleaning program.

Your WAXIE Sanitary Maintenance Consultant partners with you to customize a **WAXIE GPS®** path to help you reach your green cleaning goals.



Sustainable Cleaning Solutions Focused on Your Triple Bottom Line.



Protect Health

Promote safer and healthier indoor environments.



Reduce Impact

Reduce environmental impacts associated with cleaning process.



Increase Productivity

Increase workplace wellness and productivity.

WAXIE is a Partner You Can Rely On.





CLEANING CHEMICALS

Start with low environmental impact cleaning chemicals and dispensing systems, using products which are third-party certified to have a reduced impact on human health and the environment.



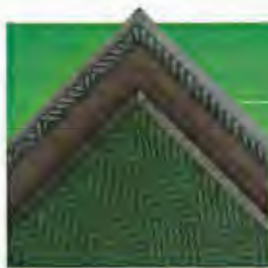
CLEANING TOOLS & EQUIPMENT

Increase the effectiveness of your cleaning chemical systems by combining them with microfiber cleaning tools, and utilize other low environmental impact cleaning equipment to clean your building's floor and vertical surfaces.



RECYCLING

Divert waste from the landfill by instituting a recycling program complete with the appropriate recycling containers to hold divertable items such as paper, plastic, glass, light bulbs, batteries and compostables.



ENTRYWAY MATTING SYSTEMS

Reduce the amount of dirt entering your building by deploying entryway matting systems, and develop the associated strategies to keep your entryways and exterior walkways clean.



WAXIE GPS® Guides You Towards Reaching Your Goals.



PAPER PRODUCTS & TRASH LINERS

Promote source reduction through controlled dispensing systems for paper products and right-sizing your trash liners. Use products which contain recycled content, are third-party certified, or derived from renewable resources.



WATER EFFICIENCY

Conserve water and increase hygiene in your building by utilizing no-touch restroom fixtures which regulate and reduce indoor water consumption and have hands-free operation.



WORKPLACE WELLNESS

Develop strategies to fight the spread of germs in your workplace and promote improved hand hygiene through increased hand washing and the use of hand sanitizers.



ONGOING STEWARDSHIP GOALS

Identify the stewardship and sustainability goals for which your **WAXIE GPS**® green cleaning program can contribute – and partner with WAXIE to focus on opportunities for continuous improvement.



WAXIE GPS® Goes Beyond Products.

Process

WAXIE Sanitary Supply has the best value and most comprehensive offering of green cleaning product solutions available in the industry. In addition to offering this wide range of product choices, WAXIE GPS® places these products within a platform that recognizes that maximum positive impact can be achieved by considering an approach which addresses the best cleaning PROCESSES and PROCEDURES in association with these products as well.

Any product, if used incorrectly, can be potentially harmful to people, surfaces or the surrounding environment. WAXIE GPS® identifies BEST PRACTICES for the proper use and disposal of cleaning products in your building, with the goals of improving worker safety, maximizing source reduction opportunities, and increasing overall efficiency.

Procurement

Our Green Cleaning Consultation addresses opportunities to consolidate and standardize product selections to save inventory space, as well as opportunities to consolidate and streamline deliveries to minimize transportation impacts, and opportunities to use online e-commerce ordering, invoicing and reporting solutions to minimize paper usage and increase overall efficiencies.

Product	Process	Procurement	RESULTS
It starts with green products	Combined with the best practices	Combined with responsible procurement	Lower operating costs and reduced impact on human health and environment

WAXIE GPS® Offers the Resources to Get the Job Done.



WAXIE GPS® Catalog

Looking for just the right cleaning product solution for your Green Cleaning Program? The WAXIE GPS® Catalog offers the most comprehensive assembly of green cleaning products in the cleaning industry. In addition, the GPS Catalog provides a tutorial on the most prevalent third-party certification standards and product attributes which highlight how the featured products reduce impacts on human health and the environment. The WAXIE GPS® Catalog has everything you need to clean when you want to go green!



WAXIE GPS® Suite of Tools

Looking to implement an effective green cleaning program but not sure where to start? The WAXIE GPS® Suite of Tools offers a proven format to identify your "Green Cleaning Team," establish a baseline of your current cleaning processes, identify recommendations for improvement, deliver and track training for your cleaning staff, assess the cleaning effectiveness of your custodial operations, and calculate your green spend percentage. The WAXIE GPS® Suite of Tools has everything you need to develop a customized green cleaning policy and implement a high performance cleaning program.

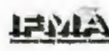
Contact your Sanitary Maintenance Consultant to get started on Your **WAXIE GPS®** Path!



Corporate Headquarters
 9353 Waxie Way
 San Diego, CA 92123
 (800) 995-4466
www.waxie.com

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WAXIE is a member of these organizations:



The Forest Stewardship Council (FSC) is an international certification and labeling system for paper and wood products that come from responsibly managed forests, verified recycled sources, and controlled sources. Under FSC certification, forests are certified against a set of strict environmental and social standards, and fiber from certified forests is tracked all the way to the consumer through the Chain of Custody certification system. The end result is a product in the marketplace carrying the FSC 'check-tree' logo. For more visit www.fsc.org.



www.waxie.com/green

• NETWORK[®]

EBUSINESS SOLUTIONS

FLEXIBILITY.
ACCOUNTABILITY.
EXPERTISE.

Our core values and
our commitment
to you.

network
DISTRIBUTION BY DESIGN





NETWORK® EBUSINESS SOLUTIONS

NETWORK®

E B U S I N E S S S O L U T I O N S

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NETWORK® EBUSINESS SOLUTIONS

INTRODUCTION



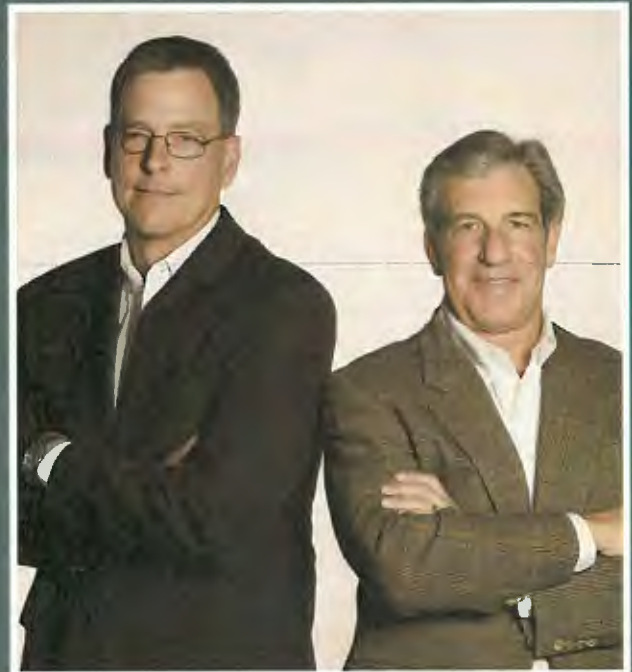
DESIGNED FOR SUCCESS

Today's business operations are doing more with less. Finding a distribution partner that makes it easier to do business, while maintaining the highest service levels is critical to success.

NETWORK® has improved its processes and systems to provide an enhanced customer experience. Our new suite of EBusiness solutions is designed to deliver the flexibility and accountability our customers need.

PUTTING THE SERVICE BACK INTO EBUSINESS

The best EBusiness solutions go beyond an intuitive user interface and strong integration capabilities. Every EBusiness transaction with NETWORK is managed by a team of experienced distribution professionals. From implementation through ordering, delivery and billing, our system is designed for maximum accountability at every level.

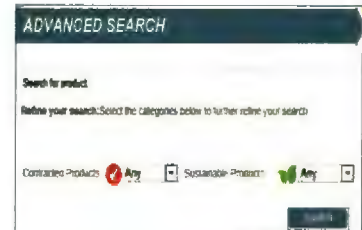


NETSUPPLY 2.0

Informed business decisions and effective supply chain management rely on timely and accurate data and transactions. NetSupply® 2.0 is the flexible ECommerce solution designed for your supply management needs.

BETTER INFORMATION

- Product images and detailed specifications
- Keyword and item number search and filtering capabilities
- Sustainability product and contracted item flags
- Searchable order history



MORE CONTROL

- Customer-specific catalogs
- Built-in business rules to help manage contract compliance
- Order scheduling, budgeting and approval capabilities
- Flexibility to accommodate single-site or multi-site buyers



GREATER PRODUCTIVITY

- Automated processes help reduce paperwork and keying errors
- User-defined favorites lists and recently viewed items feature for faster re-orders
- Side-by-side item comparison for easy decision-making
- An intuitive, easy-to-use interface



INCREASED MOBILITY

- 24/7 access to your information, where you need it
- Place orders at the point of use with your mobile device
- Review and approve orders on the go from your mobile device



Visit www.networkdistribution.com/netsupply to learn more.

NETWORK® EBUSINESS SOLUTIONS

REPORTING AND BILLING

REPORTING AND BILLING SOLUTIONS DESIGNED FOR YOU

How you get your data is as important as what the data shows. NETWORK's account implementation team engages with every customer to design a reporting and a billing solution that fits their unique business requirements.



REPORTING

Updated every 24 hours, NETWORK's reporting system delivers on-demand access to the most current information, so our customers can spend less time and money reconciling transactions, and more time optimizing their business.

Some of the most popular electronic reports NETWORK offers include:

- Single or multiple location order history reporting
- Category management analytics
- Spend reporting



FLEXIBLE BILLING PROCESS

Whether it's comprehensive summary billing or single site invoices, the experts at NETWORK work with you to develop the electronic billing process best suited for your unique business needs.



NETWORK® EBUSINESS SOLUTIONS

EBUSINESS PARTNERSHIPS

The security and integrity of our customers' data is a top priority for NETWORK. To streamline the flow of data, reduce the chance for human errors, and transact in a cost-effective manner, NETWORK supports integration with most EBusiness systems.

EDI, XML, cXML, FTP

Electronic data interchanges provide computer-to-computer exchange of business documents between a customer's system and NETWORK, including:

- Invoice, credit/debit adjustments, remittance advice
- Purchase orders, order acknowledgements, order changes



GHX and DSSI

NETWORK has partnered with leading data exchange services to provide efficient trading relationships for our healthcare customers.



PUNCHOUT

NETWORK has the flexibility to securely connect with a customer's existing procurement system. Through this method, NETWORK receives purchase orders that the customer's procurement system converts from a shopping cart requisition. This process ensures the buyer has the most current contracted products and pricing, integrated into their existing system.



GLOBAL DATA SYNCHRONIZATION NETWORK

NETWORK subscribes to 1WORLD SYNC, the world's leading data pool. With daily synchronization to this rich data pool, NETWORK customer catalogs are populated with the most current product details, including:

- Product descriptions, specifications, and images
- Sustainability properties
- MSDS



VERISIGN®

NETWORK utilizes Verisign to manage the secure collection of credit card payments within its ECommerce system.



FLEXIBILITY. ACCOUNTABILITY. EXPERTISE.
EBUSINESS SOLUTIONS DESIGNED FOR SUCCESS

Are you interested in learning more about EBusiness Solutions
from NETWORK?

Contact your NETWORK[®] representative today.

NETWORK SERVICES COMPANY

1100 E. WOODFIELD ROAD

SCHAUMBURG, IL 60173

WWW.NETWORKDISTRIBUTION.COM | 800.683.0334

				NO. OF BRANCHES	SQ. FOOTAGE
BOLD=HEADQUARTERS	CITY	STATE	ZIP		
NETWORK DISTRIBUTOR	Jessup	MD	20794	2	240,000
	Richmond	VA	23224		
	Davie	FL	33314		
NETWORK DISTRIBUTOR	Indianapolis	IN	46241	2	200,000
	Columbus	OH	43228		
NETWORK DISTRIBUTOR	Los Angeles	CA	90023	4	500,000
	Galt	CA	95632		
	San Luis Obispo	CA	93401		
	American Canyon	CA	94503		
	Miami	FL	33166		
NETWORK DISTRIBUTOR	Sao Paulo, SP	Brazil	05422-030	16	140,000
NETWORK DISTRIBUTOR	City of Industry	CA	91746	2	200,000
	Hayward	CA	94545		
NETWORK DISTRIBUTOR	Carlstadt	NJ	07072	1	75,000
NETWORK DISTRIBUTOR	Nashville	TN	37209	7	500,000
	Mabelvale	AR	72103		
	Austell	GA	30168		
	Leighton	AL	35646		
	Chattanooga	TN	37406		
	Knoxville	TN	37921		
	Memphis	TN	38118		
NETWORK DISTRIBUTOR	San Jose	CA	95112	2	138,000
	San Jose	CA	95112		
NETWORK DISTRIBUTOR	Nashville	TN	37210	14	
	Birmingham	AL	35214		
	Madison	AL	35758		
	Norcross	GA	30071		
	Huntingberg	IN	47542		
	Lexington	KY	40511		
	Louisville	KY	40214		
	Jackson	MS	39209		
	Charlotte	NC	28269		
	Chattanooga	TN	37406		
	Knoxville	TN	37921		
	Memphis	TN	38118		
NETWORK DISTRIBUTOR	Lexington	KY	40511	1	80,000
NETWORK DISTRIBUTOR	Green Bay	WI	54303	1	61,000
NETWORK DISTRIBUTOR	Des Moines	IA	50321	6	140,000
	Hiawatha	IA	52233		
	Carroll	IA	51401		
	Omaha	NE	68138		
	Dubuque	IA	52002		
	Cedar Falls	IA	50614		
NETWORK DISTRIBUTOR	North Salt Lake City	UT	84054	1	60,000
NETWORK DISTRIBUTOR	Birmingham	AL	35209	3	138,000
	Montgomery	AL	36110		
	Monroeville	AL	36460		
NETWORK DISTRIBUTOR	San Jose	Costa Rica	11303	6	220,000
		Guatamala			
		Panama			

		El Salvador			
		Nicaragua			
		Honduras			
NETWORK DISTRIBUTOR	Richmond	CA	94804	3	225,000
	Petaluma	CA	94952		
	Windsor	CA	95492		
NETWORK DISTRIBUTOR	Fargo	ND	58102	4	240,000
	Bemidji	MN	56601		
	Virginia	MN	55792		
	St. Cloud	MN	56301		
	Minneapolis	MN	55413		
NETWORK DISTRIBUTOR	New Brighton	MN	55112	4	154,000
	Marquette	MI	49855		
	Sault Ste. Marie	MI	49783		
	Duluth	MN	55811		
	Rochester	MN	55904		
	LaCrosse	WI	54601		
	Hibbing	MN	55746		
	Marshfield	WI	54449		
NETWORK DISTRIBUTOR	Mobile	AL	36693	1	65,000
NETWORK DISTRIBUTOR	Milford	CT	06460	3	420,000
	Tewksbury	MA	01876		
	Cranbury	NJ	08512		
NETWORK DISTRIBUTOR	Harahan	LA	70123	2	147,000
	Alexandria	LA	71301		
NETWORK DISTRIBUTOR	Woodridge	IL	60517	6	1,052,500
	Mira Loma	CA	91752		
	Miramar	FL	33025		
	Norcross	GA	30071		
	Westampton	NJ	8060		
	The Colony	TX	75056		
	Atlanta	GA	30341		
	Kent	WA	98032		
	Santa Rosa	CA	95401		
NETWORK DISTRIBUTOR	Minneapolis	MN	55401	2	650,000
	Duluth	MN	55802		
NETWORK DISTRIBUTOR	Rutland	VT	05702	1	90,000
NETWORK DISTRIBUTOR	Fort Smith	AR	72903	2	47,000
	Ada	OK	74820		
NETWORK DISTRIBUTOR	Twin Falls	ID	83301	4	76,000
	Boise	ID	83704		
	Pocatello	ID	83201		
	Elko	NV	89801		
NETWORK DISTRIBUTOR	Canton	MA	02021	1	110,000
NETWORK DISTRIBUTOR	Overland Park	KS	66211	19	807,057
	Albertville	AL	35951		
	Springdale	AR	72762		
	Fresno	CA	93725		
	Calgary - Alberta	CAN	T2C1N9		
	Guelph - Ontario	CAN	N1H1G3		
	Fort Morgan	CO	80701		
	Oakwood	GA	30566		
	Ottumwa	IA	52501		

	Beardstown	IL	62618		
	Dodge City	KS	67801		
	Salisbury	MD	21804		
	Rocky Mount	NC	27804		
	North Bend	NE	68649		
	North Sioux City	SD	57049		
	Plainview	TX	79072		
	Harrisonburg	VA	22801		
	Green Bay	WI	54303		
NETWORK DISTRIBUTOR	Sioux Falls	SD	57104	7	170,000
	Grand Forks	ND	58203		
	Cedar Falls	IA	50613		
	Mason City	IA	50401		
	Sioux City	IA	51105		
	Rapid City	SD	57701		
	Billings	MT	59101		
NETWORK DISTRIBUTOR	Amsterdam	NY	12010	1	100,000
NETWORK DISTRIBUTOR	Saint Joseph	MO	64502	30	415,156
	Union City	CA	94587		
	Sacramento	CA	95834		
	Los Angeles	CA	90040		
	Denver	CO	80239		
	Tucson	AZ	85705		
	Houston	TX	77041		
	San Antonio	TX	78247		
	Kansas City	MO	64153		
	Columbia	MO	65202		
	Daleville	IN	47334		
	Lexington	KY	40511		
	Madisonville	KY	42431		
	Lancaster	PA	17601		
	Warminster	PA	18974		
	Manchester	NH	3109		
	Columbus	OH	43223		
	Manchester	CT	6042		
	Urbandale	IA	50322		
	Mesa	AZ	85210		
	Flagstaff	AZ	86004		
	Springfield	MO	65803		
	Branson	MO	65616		
	Maryland Heights	MO	63043		
	Victor	NY	14564		
	Lino Lakes	MN	55014		
	Eau Claire	WI	54701		
	Hutchinson	MN	55350		
	Staples	MN	56479		
	Owatonna	MN	55060		
	Sioux City	SD	57104		
	Rapid City	SD	57702		
	LaVista	NE	68128		
NETWORK DISTRIBUTOR	Indianapolis	IN	46268	9	500,000
	Belleville	MI	48111		
	Earth City	MO	63045		

	Cincinnati	OH	45249		
	Columbus	OH	43204		
	Alsip	IL	60803		
	Paducah	KY	42003		
	Kalamazoo	MI	49001		
	Tinley Park	IL	60477		
NETWORK DISTRIBUTOR	Jersey City	NJ	07306	30	2,419,231
	Franklin	MA	02038		
	High Point	NC	27263		
	Tampa	FL	33610		
	Manchester	NH	03108		
	Miami	FL	33178		
	Loxley	AL	36551		
	Jacksonville	FL	32219		
	Orlando	FL	32809		
	Austell	GA	30122		
	Jessup	MD	20794		
	Whitsett	NC	27377		
	Bordentown	NJ	08505		
	Catano	PR	00962		
	Bellingham	MA	02019		
	Racine	WI	53403		
	Elmhurst	IL	60126		
	Austell	GA	30168		
	Willow Grove	PA	19090		
	Victoria	TX	77903		
	San Antonio	TX	78219		
	Hutton	TX	78634		
	Temple	TX	76503		
	Clute	TX	77531		
	Brownsville	TX	78521		
	Corpus Christi	TX	78416		
	Kansas City				
	Birmingham	AL	35233		
	Tuscaloosa	AL	35401		
	Montgomery	AL	36110		
	Woodside	NY	11377		
	Boyleston	MA	01505		
	St. Louis	MO	63146		
	Independence	MO	64056		
	Irvine	CA	92606		
NETWORK DISTRIBUTOR	Bell	CA	90201	4	600,000
	Commerce	CA	90022		
	Bell	CA	90201		
	Hayward	CA	94945		
	Los Angeles	CA	90001		
NETWORK DISTRIBUTOR	St. Louis	MO	63134	1	135,000
NETWORK DISTRIBUTOR	12529 Schonefeld		Germany	350	8,000,000
NETWORK DISTRIBUTOR	Meridian	MS	39301	5	390,000
	Flowood	MS	39232		
	Demopolis	AL	36732		
	Columbus	MS	39703		
	Hattiesburg	MS	39403		

NETWORK DISTRIBUTOR	Chattanooga	TN	37402	1	35,000
NETWORK DISTRIBUTOR	Auburn	NY	13021	1	120,000
NETWORK DISTRIBUTOR	Knoxville	TN	37914	4	130,000
	Charlotte	NC	28206		
	Chattanooga	TN	37406		
	Nashville	TN	37214		
NETWORK DISTRIBUTOR	Monterrey, NL	Mexico	64500	1	75,000
	Apodaca, NL	Mexico	66600		
	Monterrey	NL	C.P. 64500		
	Nuevo Laredo	TAMPS	C.P. 88209		
	Matamoros	TAMPS	C.P. 87300		
	Tampico	TAMPS	C.P. 89318		
	Saltillo	COAH	C.P. 25294		
	Torreón	COAH	C.P. 27000		
	Monclova	COAH	C.P. 25760		
	Piedras Negras	COAH	C.P. 26025		
	Cd. Acuña	COAH	C.P. 26230		
	Durango	DGO	C.P. 34290		
	Zacatecas	ZAC	C.P. 98600		
	Cd	Juarez	C.P. 32370		
	Chihuahua	CHIH	C.P. 31110		
	Delicias	CHIH	C.P. 3300		
	Hermosillo	SON	C.P. 83137		
	Tijuana	BCN	C.P. 22410		
	Los Mochis	SIN	C.P. 81215		
	Culiacan	SIN	C.P. 80150		
	Mazatlán	SIN	C.P. 82000		
	Cabo San Lucas	BCS	C.P. 23473		
	Guadalajara	JAL	C.P. 44470		
	Tepatitlan de Morelos	JAL	C.P. 45602		
	Aguascalientes	AGS	C.P. 20110		
	San Luis Potosí	SLP	C.P. 78384		
	León	GTO	C.P. 37227		
	Queretaro	QRO	C.P. 76089		
	Puerto Vallarta	JAL	C.P. 48290		
	Colima	COL	C.P. 28000		
	Morelia	MICH	C.P. 58146		
	Lázaro Cárdenas	MICH	C.P. 60950		
	Mexico	DF	C.P. 02300		
	Mexico	DF	C.P. 02300		
	Puebla	PUE	C.P. 72180		
	Tehuacan	PUE	C.P. 75740		
	Lerma	EDOMEX	C.P. 52000		
	Cuernavaca	MOR	C.P. 62250		
	Cuatla	MOR	C.P. 62744		
	Acapulco	GRO	C.P. 39355		
	Veracruz	VER	C.P. 91700		
	Coatzacoalcos	VER	C.P. 96400		
	Villahermosa	TAB	C.P. 02300		
	Tlaxiact de Cabrera	OAX	C.P. 68270		
	Tuxtla Gutierrez	CHIS	C.P.29110		
	Tapachula	CHIS	C.P. 30700		
	San Cristobal	CHIS	C.P. 29264		

	Merida	YUC	C.P. 97210	
	Cancun	Q.ROO	C.P. 77530	
	Playa del Carmen	Q. ROO	C.P. 77712	
	Monterrey	NL	C.P. 64820	
	Monterrey	NL	C.P. 64650	
	Monterrey	NL	C.P. 64000	
	Saltillo	COAH	C.P. 25240	
	Torreón	COAH	C.P. 27085	
	Cd. Juarez	Chih.	C.P. 32580	
	Mexico	DF	C.P. 08400	
	Mexico	DF	C.P. 06400	
	Tlanepantla	EDOMEX	C.P. 54073	
	Guadalajara	JAL	C.P. 44530	
	Guadalajara	JAL	C.P. 44260	
	Tlaquepaque	JAL	C.P. 45602	
	Puebla	PUE	C.P. 72810	
	León	GTO	C.P. 37220	
	San Pedro Garza García	NL	C.P. 66250	
	Monterrey	NL	C.P. 64770	
	San Nicolas de los Garza	N.L.	C.P. 66460	
	Monterrey	NL	C.P. 64989	
	Monterrey	NL	C.P. 64620	
	Saltillo	COAH	C.P. 25260	
NETWORK DISTRIBUTOR	Purchase	NY	10577	28
	Wallingford	CT	06492	
	Carol Stream	IL	60188	
	Bellingham	MA	02019	
	Columbia	MD	21045	
	Hanover	MD	21076	
	Portland	ME	04103	
	Dexter	MI	48130	
	Grand Rapids	MI	49544	
	St. Paul	MN	55108	
	Durham	NC	27713	
	Londonderry	NH	03053	
	Manchester	NH	03109	
	Teterboro	NJ	07608	
	Farmingdale	NY	11735	
	Latham	NY	12110	
	Melville	NY	11747	
	Rochester	NY	14623	
	Hanover Township	PA	18706	
	King of Prussia	PA	19406	
	Mount Joy	PA	17552	
	Pittsburgh	PA	15233	
	Colonial Heights	VA	23834	
	Richmond	VA	23230	
	Springfield	VA	22151	
	Virginia Beach	VA	23462	
	Williston	VT	05495	
	Pewaukee	WI	53188	
	Trenton	NJ	08609	
	Allentown	PA	18109	

NETWORK DISTRIBUTOR	Canton	OH	44707	2	479,000
	Lincolnton	NC	28092		
NETWORK DISTRIBUTOR	Jacksonville	FL	32207	23	
	Birmingham	AL	35204		
	Mobile	AL	36619		
	Montgomery	AL	36117		
	Little Rock	AR	72210		
	Midway	FL	32343		
	Orlando	FL	32819		
	Riviera Beach	FL	33404		
	Tampa	FL	33610		
	Lithia Springs	GA	30122		
	New Orleans	LA	70123		
	Pearl	MS	39208		
	Arden	NC	28704		
	Charlotte	NC	28266		
	Greensboro	NC	27409		
	Morrisville	NC	27560		
	Greenville	SC	29607		
	West Columbia	SC	29170		
	Antioch	TN	37013		
	Chattanooga	TN	37416		
	Memphis	TN	38141		
	Nashville	TN			
	Pembroke Park	FL			
	Orlando	FL			
	Hialeah	FL	33015		
	Lewisburg	TN			
NETWORK DISTRIBUTOR	Hamilton	OH	45011	1	70,000
NETWORK DISTRIBUTOR	West Springfield	MA	10190	1	100,000
NETWORK DISTRIBUTOR	San Antonio	TX	78220	3	197,000
	Houston	TX	77043		
	Grand Prairie	TX	75050		
NETWORK DISTRIBUTOR	Wailuku	HI	96793	2	31,000
	Lihue	HI	96766		
NETWORK DISTRIBUTOR	Wheeling	IL	60090	20	1,200,000
	Wausau	WI	54401		
	Normal	IL	61761		
	Springfield	IL	62703		
	DesPlaines	IL	60016		
	Quincy	IL	62305		
	Rockford	IL	61102		
	Minneapolis	MN	55414		
	Appleton	WI	54913		
	Madison	WI	53716		
	Milwaukee	WI	53224		
	Houston	TX	77036		
	St. Louis	MO	63146		
	Springfield	MO	65802		
	Evansville	IN	47711		
	Plainfield	IN	46168		
	Lenexa	KS	66215		
	Louisville	KY	40213		

	Tulsa	OK	74107		
	West Des Moines	IA	50265		
NETWORK DISTRIBUTOR	Cleveland	OH	44105	9	
	Fort Wayne	IN	46808		
	Indianapolis	IN	46241		
	Louisville	KY	40228		
	Ann Arbor	MI	48104		
	Detroit	MI	48216		
	Livonia	MI	48150		
	Southfield	MI	48033		
	Sterling Heights	MI	48312		
	Akron	OH	44301		
	Cincinnati	OH	45246		
	Cincinnati	OH	45204		
	Cincinnati	OH	45203		
	Cleveland	OH	44109		
	Columbus	OH	43228		
	Columbus	OH	43228		
	Dayton	OH	45404		
	Greenwich	CT	06830		
NETWORK DISTRIBUTOR	New Braunfels	TX	78130	10	450,000
	San Antonio	TX	78210		
	Houston	TX	77041		
	Grand Prairie	TX	76011		
	Ponchatoula	LA	70454		
	Baton Rouge	LA	70809		
	Rancho Cucamonga	CA	91730		
	Minden	LA	71055		
	Tyler	TX	75702		
	Lake Charles	LA	70601		
	La Grange	IL	60526		
NETWORK DISTRIBUTOR	New Berlin	WI	53151	2	113,000
	Madison	WI	53703		
	Wausau	WI	54401		
NETWORK DISTRIBUTOR	Omaha	NE	68130	2	45,000
	Urbandale	IA	50322		
NETWORK DISTRIBUTOR	Rancho Dominguez	CA	90220	6	200,000
	Henderson	NV	89011		
	West Valley City	UT	84119		
	Phoenix	AZ	85043		
	Commerce City	CO	80022		
	Kent	WA	98031		
NETWORK DISTRIBUTOR	Norton Shores	MI	49456	7	275,000
	Grand Rapids	MI	49512		
	Holland	MI	49423		
	Rochester Hills	MI	48309		
	Traverse City	MI	49684		
	Bowling Green	OH	43402		
	Northfield Center	OH	44067		
	Indianapolis	IN	46241		
	Decatur	IL	62526		
	Willowick	OH	44095		
NETWORK DISTRIBUTOR	Glenview	IL	60025	2	400,000

	Sturtevant	WI	53177		
NETWORK DISTRIBUTOR	Dallas	TX	75234	6	530,000
	Longview	TX	75604		
	Texarkana	TX	75501		
	Austin	TX	78754		
	Beaumont	TX	77705		
	Lubbock	TX	79404		
	El Paso	TX	79906		
	Houston	TX	77041		
	Waco	TX	76701		
NETWORK DISTRIBUTOR	Redlands	CA	92374	5	272,000
	Union City	CA	94587		
	San Diego	CA	92154		
	Las Vegas	NV	89115		
	Kent	WA	98032		
NETWORK DISTRIBUTOR	Bronx	NY	10454	1	240,000
NETWORK DISTRIBUTOR	Warrendale	PA	15086	1	125,000
NETWORK DISTRIBUTOR	Clarksville	IN	47129	1	30,000
NETWORK DISTRIBUTOR	Philadelphia	PA	19114	3	300,000
	Annapolis	MD	21401		
	Rosedale	MD	21237		
NETWORK DISTRIBUTOR	Scranton	PA	18411	1	225,000
NETWORK DISTRIBUTOR	Cincinnati	OH	45214	3	200,000
	Portsmouth	OH	45662		
	Charleston	WV	25302		
NETWORK DISTRIBUTOR	Grand Prairie	TX	75050	7	800,000
	Austel	GA	30168		
	Austin	TX	78758		
	Houston	TX	77040		
	San Antonio	TX	78219		
	Wichita Falls	TX	76310		
	Middlesex	NJ	08831		
NETWORK DISTRIBUTOR	Harrisburg	PA	17110	2	89,000
	New Brighton	PA	15066		
	York	PA	17403		
	Allentown	PA	18109		
NETWORK DISTRIBUTOR	Clarksburg	WV	26302	1	33,000
NETWORK DISTRIBUTOR	Modesto	CA	95358	1	22,400
NETWORK DISTRIBUTOR	Lenexa	KS	66219	5	220,000
	Tolleson	AZ	85353		
	Chesterfield	MO	63005		
	Pendergrass	GA			
	Midlothian	TX	76065		
NETWORK DISTRIBUTOR	Landover	MD	20785	1	125,000
NETWORK DISTRIBUTOR	La Crosse	WI	54603	1	70,000
NETWORK DISTRIBUTOR	Spartanburg	SC	29301	9	1,035,000
	Jacksonville	FL	32226		
	College Park	GA	30337		
	Vidalia	GA	30474		
	Browns Summit	NC	27214		
	Conway	SC	29526		
	Lakeland	FL	33805		
	Pigeon Forge	TN	37863		

	Albany	GA	31701		
NETWORK DISTRIBUTOR	Wichita	KS	67219	2	120,000
	Oklahoma City	OK	73107		
NETWORK DISTRIBUTOR	Temecula	CA	92562	6	360,000
	Denver	CO	80239		
	Dallas	TX	75227		
	Fresno	CA	93706		
	Stockton	CA	85202		
NETWORK DISTRIBUTOR	Vaughan	Ontario	L4L 0B9	1	
NETWORK DISTRIBUTOR	Santa Fe Springs	CA	90670	12	
	Phoenix	AZ	85009		
	Union City	CA	94587		
	Aurora	CO	80011		
	Honolulu	HI	96817		
	Las Vegas	NV	89118		
	Gresham	OR	97230		
	West Valley City	UT	84199		
	Kent	WA	98032		
	Concord	CA	94518		
	Sacramento	CA	95814		
	Hayward	CA	94544		
	Oakland	CA	94512		
	Santa Clara	CA	95054		
	San Jose	CA	95122		
	Palo Alto	CA	94303		
	San Carlos	CA	94070		
	San Francisco	CA	94103		
	Fresno	CA	93726		
	Ventura	CA	93003		
	Westlake Village	CA	91361		
	Chatsworth	CA	91311		
	North Hollywood	CA	91605		
	Seattle	WA	98134		
	Salt Lake City	UT	84115		
	Portland	OR	97230		
	North Phoenix	AZ	85029		
	Phoenix	AZ	85013		
	Tempe	AZ	85281		
	Tuscon	AZ	85705		
	Anaheim	CA	92806		
	Burbank	CA	91502		
	Cerritos	CA	90703		
	Chula Vista	CA	91910		
	Covina	CA	91724		
	El Monte	CA	91731		
	Escondido	CA	92029		
	Gardena	CA	90248		
	Hollywood	CA	90038		
	San Diego	CA	92111		
	Laguna Hills	CA	92653		
	Los Angeles	CA	90021		
	Palm Desert	CA	92211		
	Pasadena	CA	91105		

	Riverside	CA	92507		
	San Bernadino	CA	92408		
	San Diego	CA	92110		
	Santa Ana	CA	92704		
	Santa Fe Springs	CA	90670		
	Santa Monica	CA	90404		
	Signal Hill	CA	90755		
	Tustin	CA	92780		
	Upland	CA	91786		
	City of Industry	CA	91789		
NETWORK DISTRIBUTOR	Fremont	CA	94538	1	200,000
NETWORK DISTRIBUTOR	Port Chester	NY	10573	1	
NETWORK DISTRIBUTOR	Odessa	TX	79764	3	75,000
	Lubbock	TX	79404		
	Wichita Falls	TX	76306		
NETWORK DISTRIBUTOR	San Diego	CA	92123	21	872,000
	Anchorage	AK	99517		
	Fairbanks	AK	99701		
	Mesa	AZ	85215		
	Tucson	AZ	85719		
	El Centro	CA	92243		
	Livermore	CA	94550		
	Ontario	CA	91764		
	Santa Ana	CA	92704		
	Thousand Palms	CA	92276		
	Aurora	CO	80011		
	Colorado Springs	CO	80915		
	Boise	ID	83709		
	Idaho Falls	ID	83401		
	Las Vegas	NV	89119		
	Gresham	OR	97230		
	Salt Lake City	UT	84104		
	St. George	UT	84790		
	Kent	WA	98032		
	Spokane	WA	99216		
	West Sacramento	CA	95691		
	Santa Rosa	CA	95403		
	San Jose	CA	95112		
NETWORK DISTRIBUTOR	Kent	WA	98032	13	900,000
	Anchorage	AK	99501		
	Redding	CA	96003		
	Sacramento	CA	95811		
	Boise	ID	83705		
	Idaho Falls	ID	83402		
	Missoula	MT	59801		
	Eugene	OR	97402		
	Medford	OR	97504		
	Portland	OR	97230		
	Redmond	OR	97756		
	Kennewick	WA	99336		
	Spokane Valley	WA	99216		
	Burlington	WA	98233		
NETWORK DISTRIBUTOR	Denver	CO	80239	4	225,000

	Phoenix	AZ	85043		
	Albuquerque	NM	87121		
	Grand Junction	CO	81501		
NETWORK DISTRIBUTOR	Victoriaville	Quebec	G6P 7E3	17	350,000
	Brossard	Quebec	J4Y 2P3		
	Gatineau	Quebec	J8Z 1S9		
	Quebec	Quebec	G1N 3Y1		
	Sault Ste-Marie	Ontario	P6A 1M7		
	Sudbury	Ontario	P3B 2E5		
	Winnipeg	Manitoba	R2X 2Z7		
	Calgary	Alberta	T2E 7A3		
	Edmonton	Alberta	T5S 2W7		
	Castlegar	British Columbia	V1N 2A8		
	Coquitlam	British Columbia	V3K 6T1		
	Vancouver	British Columbia	V5L 2G1		
	Mississauga	Ontario	L5T 2V5		
	Dartmouth	Nova Scotia	B3B 1C9		
	Mt. Pearl	Newfoundland	A1N 4SP		
	Paradise	Newfoundland	A1L 1N3		
	Regina	Saskatchewan	S4T 0X7		
	Etobicoke	Ontario	M9W 5A5		

SUSTAINABILITY PRACTICES

DEDICATION. COMMITMENT. ENVIRONMENTAL STEWARDSHIP.

NETWORK® is committed to a proactive approach in balancing today's economic realities with the responsibility of implementing sustainable business processes. We continually work to reduce our own ecological footprint as an organization – and we're committed to helping your business meet its sustainability goals as well.



AWARENESS

- U.S. Green Building Council member
- LEED® Accredited Professional on staff
- Close alignment with supplier sustainability initiatives



ACTIONS

- Local fleets with dynamic routing to reduce carbon emissions
- Local sourcing
- Local recycling and energy conservation programs
- E-business transactions
- Use of EnergyStar appliances



ADVOCACY

- Promote workplace wellness
- Promote source and labor reduction
- Promote environmentally preferred products
- Promote sustainable cleaning processes



SUSTAINABILITY SOLUTIONS

CHOOSE THE OPTIONS THAT ARE RIGHT FOR YOU

Building a sustainability program requires balancing corporate goals with practical solutions. NETWORK® offers a proactive approach to successfully implementing sustainable supply chain management solutions – tailored to your unique needs.

PROGRAMS



Under the NetGreen program, NETWORK collaborates with you to build a comprehensive assessment of your current sustainability activities and goals. From there, NETWORK aligns your team with the processes, products, suppliers and monitoring tools you need to achieve your goals.

PROCESSES

Based on more than 40 years of experience, NETWORK provides coaching and best practices that deliver superior results. We engage your staff with training and process improvements that emphasize:

- Green cleaning
- Labor effectiveness
- Workplace wellness
- Source reduction
- Worker safety
- Water and paper conservation
- Developing or enhancing recycling efforts
- Indoor air quality enhancements
- Carbon emissions reduction
- Stewardship and continuous improvement

PRODUCTS

Not only does NETWORK match the best products from the world's leading suppliers to your specific sustainability needs, but we also provide the product training necessary to ensure your long term success.

Our extensive line of environmentally-preferred products include certifications from the leading sustainability organizations:

- Green Seal
- EPA Design for the Environment (DfE)
- Carpet & Rug Institute (CRI)
- EcoLogo™
- EPA comprehensive procurement guidelines for post-consumer recycled content
- Forest Stewardship Council (FSC)

Annual Savings Summary



	Savings
Purchasing	\$3,250
Orders and Inventory	\$23,400
Operational Efficiencies	\$3,250
Processing and Billing	\$2,600
E-Commerce Functionality	\$2,080
Best Practices Implementation	\$42,250
Total	\$76,830

- Purchasing
- Orders and Inventory
- Operational Efficiencies
- Processing and Billing
- E-Commerce Functionality
- Best Practices Implementation



DCS starts with you and your team

SUPPLY CHAIN SAVINGS APPLICATION



- Purchasing
- Orders and Inventory
- Operational Efficiencies
- Processing and Billing
- E-Commerce Functionality
- Best Practices Implementation

	Savings
Purchasing	\$7,200
Orders and Inventory	\$54,080
Operational Efficiencies	\$2,959
Processing and Billing	\$4,420
E-Commerce Functionality	\$3,900
Best Practices Implementation	\$46,000
	\$120,559

At the conclusion of the assessment, we deliver findings and identify cost savings opportunities. WAXIE's ultimate goal is to provide a strategic plan that will sustain long term continuous improvement.

Cleaning Equipment FLEET MANAGEMENT SOLUTION



Total cost of Ownership
Big cost savings & cost certainty – in every step of the entire life cycle

Consultative Software Tools

WAXIEapps are consultative software tools designed to help identify the most efficient and cost-effective cleaning solutions.

WAXIEapps™



WORKLOADING APPLICATION

CLICK ON TABS ABOVE TO GET STARTED!

- * Determine optimal staffing levels
- * Analyze efficiency of labor
- * Identify labor-saving alternatives

Cleaning Software Solutions Focused On Your Bottom Line

WAXIEapps - Workloading Application - Single User - License Fee: \$1,000 - Includes 1 Year Support - 1 Year Training - 1 Year On-Site Support - 1 Year On-Site Training - 1 Year On-Site Support - 1 Year On-Site Training - 1 Year On-Site Support - 1 Year On-Site Training



DELIVER CLEAN SAVINGS

Reducing Costs





The Most Trained Home In Clean, Since 1948.
 Corporate Headquarters | 5063 Vance Way | San Diego, CA 92123
 (800) 955-4466 | www.waxie.com © 2016 WAXIE Sanitary Supply



VALUE OFFERINGS

- Supply Chain Optimization
- Healthy Measures
- WAXIE Green Partner Support
- Asset Management – Equipment
- Labor – WAXIE Apps
- Safety and Compliance

Why allow a Deliver Clean Savings Consultative Assessment?

We conduct a holistic in depth survey of your processes and procedures in order to assess and ultimately reduce your costs. Our program entails the gathering of information by means of the discovery process, via the use of strategic, professional teams.

Healthy Measures Team
Supply Chain Team
Product Assessment Team
Equipment Assessment Team

Performance Agreement

The process includes assessment(s) conducted, followed by recommendations to save costs. The recommendations are performed during a course of agreed upon timeframe and savings are recorded.

RECOMMENDATION	ACCOUNTABLE PARTY	TARGET DATE	SAVINGS

Customer Signature/Date: _____
WAXIE SMC Signature/Date: _____

WAXIE
SANITARY SUPPLY

The Best. Toughest. Means to Clean. Since 1968.
Corporate Headquarters: 15253 Tresser Way | San Diego, CA 92128
OFF: 619-446-1100 | www.waxie.com | © 2014 WAXIE SANITARY SUPPLY

Healthy Measures

Healthy measures is an on-site consulting program designed to ensure a clean, healthy environment for patients, staff and visitors through proper surface disinfection and hand hygiene.

Your NETWORK® Solution
TO A HEALTHIER ENVIRONMENT

Enhance HCAHPS • Improve Cleaning and Disinfection

Healthy Measures is an on-site consulting program designed to ensure a clean, healthy environment for patients, staff and visitors through proper surface disinfection and hand hygiene. Cleaner spaces and fewer infections lead to improved health, increased patient satisfaction and a strong reputation.

The three step process includes interviews with key staff, a site assessment, and a scorecard to summarize best practices, opportunities for improvement and a joint action plan toward continuous improvement. The result is an increased awareness of the important role clean hands and clean surfaces play in creating a cleaner, healthier environment.

Healthy Measures 3-step process:

- Interviews**
 - EHS
 - Prevention
 - Material Input
 - Executive Staff
- Facility Assessment**
 - Current Condition
 - Best Practices
 - Measure for Clean
- Scorecard**
 - Opportunities
 - Action Plan
 - Implementation

Partnering on a results driven program to improve health, increase satisfaction and strengthen reputation

- Apply best practices and procedures to ensure consistent cleaning results
- Create checklists to guide staff and establish standardized processes
- Implement a testing program to support continuous improvement
- Provide training for staff to build expertise and consistency
- Provide centralized access to resources via web-based tools

WAXIEapps™ Green Partner Support

GPS is an ideal platform for customers who would like to implement a green cleaning program which combines low environment impact cleaning products with good sound cleaning procedures.





The Most Trusted Name In Clean. Since 1945.

WAXIE Environmentally Preferable Purchasing Policy

Sustainability has emerged as a global theme of the 21st century – it is a concept that balances the interconnectedness of the environment, the economy and our quality of life, and that recognizes the importance of our stewardship over each.

Commitment to Sustainability

WAXIE Sanitary Supply is committed to being a leader to promote responsible business practices that support sustainable communities which are secure, economically prosperous, environmentally responsible and healthy places in which to live and work.

WAXIE shares the goal of establishing partnerships to advance education, communication, business best practices, policies, research, technologies and programs to support a more sustainable region for all generations.

WAXIE is committed to adopting more sustainable business practices for the company, and to partnering with its stakeholders to identify and implement the most effective facility maintenance solutions to protect and enhance the triple bottom line of human health, environmental stewardship, and economic prosperity.

The goal of **WAXIE's** Environmentally Preferable Purchasing Policy is to ensure that products and services purchased or contracted for by the company will conform with the goals of **WAXIE's** Commitment to Sustainability and Corporate Mission and Vision Statements. We will strive, where possible, to purchase environmentally preferable products and services that will help the company meet its needs of the present without compromising its needs of the future.

Where possible, purchasing decisions shall favor:

- Products that reduce waste
- Reusable products
- Products that are recyclable or compostable
- Products that contain the highest possible percentage of postconsumer recycled content
- Products that reduce the use of chemicals that are hazardous to the environment and employee and public health
- Products that reduce air and water pollution
- Products that reduce greenhouse gas emissions or are made with renewable energy
- Products that serve several functions and reduce the overall number of products purchased
- Suppliers who strive to improve their environmental performance and provide environmentally preferable products, and who can document the supply-chain impacts of their efforts

Environmentally preferable products and services which are determined to be comparable to their "traditional" counterparts in quality and price shall receive purchasing preference. In

situations where a more environmentally preferable product or service is unavailable or impractical, secondary considerations shall include the environmental management practices of suppliers and producers, as well as the relative proximity of the manufacturing facility to WAXIE's Inventory Centers.

The purchase of environmentally preferable products is part of our long-term commitment to sustainability. By communicating this commitment to our vendor and customer partners, we hope to support wider adoption of environmentally preferable products and practices. WAXIE's Environmentally Preferable Purchasing Policy is rooted in the company's overall mission and vision statement.

Corporate Mission Statement

It is the mission of WAXIE Sanitary Supply to be the industry leader in the distribution of quality sanitary and related supplies and equipment to the commercial, industrial, contractor and institutional markets in the areas we serve. We will strive to provide quality and innovative products, value-added services, and systems that contribute toward a better community through effective communication, education and training for our valued customers and employees.

Corporate Vision Statement

We have a sound set of values on which we base all of our policies and actions. The most important factors in our success are faith in and obedience to these values. In order to meet the challenge of our changing world, we must be prepared to change everything about ourselves – except these values – as we move forward.

The basic vision, spirit and drive of our organization has far more to do with our achievements than do such factors as economic trends, organizational structure and timing. These are obviously important, but they will be transcended by how strongly we believe in our basic values and how faithfully we live by them.

Our Values

- * Respect – To respect the dignity and rights of every customer, employee and vendor.
- * Customer Service – To provide extraordinary service to our customers at all times.
- * Excellence – The conviction that WAXIE as an organization should pursue all tasks with the objective of accomplishing them in a timely and superior way.
- * Growth and Possibilities – A willingness to create the future.
- * Customers – Serving the customer is the focus of everything we do. Our commitment is to develop and maintain mutually beneficial partnerships with our customers. We will treat our customers with respect and integrity and can be counted on to keep our word. We listen to our customers. We create solutions through communication, training and education, and by providing innovative systems, quality products and value-added services.
- * People – The people at WAXIE are our most valuable resource. Our commitment is to support their personal growth and development, recognize and reward their contributions, promote their role in serving the customer, and provide a safe work environment in a culture that supports one hundred percent participation and teamwork. Our success is measured by the success of our people.

WAXIE[®]
SANITARY SUPPLY



WAXIE Service Centers & Scheduled Maintenance Programs

The Most Trusted Name In Clean. Since 1945.

EQUIPMENT REPAIR

WAXIE operates fully staffed service centers with factory trained technicians that realize keeping equipment in peak condition is necessary for efficient operations. **WAXIE Service Centers** perform in-house and on-site equipment repair via mobile service vehicles available for both on-site repair and scheduled maintenance.

To prevent productivity loss, which can lead to higher overall cost and lower building appearance, **WAXIE Service Centers** offer **Scheduled Maintenance Programs**. These programs are aimed at keeping the contract user's equipment operating without interruption.

WAXIE employs **Equipment Specialists** that are available for on-site consultations for any customer. In addition to field diagnosis and trouble-shooting, **Equipment Specialists** provide initial training for new equipment purchases, as well as equipment maintenance seminars.

360 DEGREE COVERAGE TO MAXIMIZE YOUR UP-TIME



SCHEDULED MAINTENANCE PROGRAMS

Scheduled Maintenance Programs are available to customers who rely on labor savings generated by having cleaning equipment in proper working condition.

Scope of Work:

The goal of Scheduled Maintenance Programs is to eliminate down time and prevent costly repairs from occurring. During each scheduled service, WAXIE conducts a thorough inspection on each piece of equipment, detailed on a form to be provided to the end-user.



WAXIE's Equipment Rental Program offers immediate replacement of quality brand machines.

SERVICE PROVIDED DURING SCHEDULED MAINTENANCE

LUBRICATION

- Trans-axle
- Caster Wheels
- Drive Chain
- Pivot Joints
- Squeegee Mountings
- Check Motor Oil

INSPECT/TEST

- Dash Gauges/Indicators
- Hour Meter
- Drive System
- Solution Valve
- Brush
- Squeegee Assembly
- Pad Pressure
- Pad Drivers
- Pad Holders

FILTER CHECK

- Vacuum Screen
- Vacuum Filter
- Solution Screen
- Air Filter
- Oil Filter

GASKET/HOSE CHECK

- Vacuum Hose
- Recovery Drain Hose
- Solution Drain Hose
- Recovery Tank Gasket Lid
- Drain Hose Gasket

ELECTRICAL TEST

- Brush Motor
- Drive Motor
- Brush Actuator
- Vacuum Motor

BATTERIES

- Voltage Readings
- Battery Condition
- Post/Cable Condition
- Caps

EXTERIOR

- Solution Tank
- Recovery Tank
- Front Cover
- Brush Cover
- Overall Condition

ABOUT WAXIE



“skilled & dedicated response team”

MAINTENANCE & SERVICE OPTIONS

WAXIE AT YOUR SERVICE

Service & Repair Options

- Custom fit Scheduled Maintenance Programs
- Authorized warranty service centers
- Factory trained service technicians

WAXIE Repair Services

- Next day service for unscheduled requests
- Authorized Service Center & on-site repairs

Having an Emergency?

- Technicians available to get you up and running
- WAXIE Maintenance Services
- Authorized Service Center & Mobile Service options

PARTS & RENTALS

FLEXIBILITY & OPTIONS

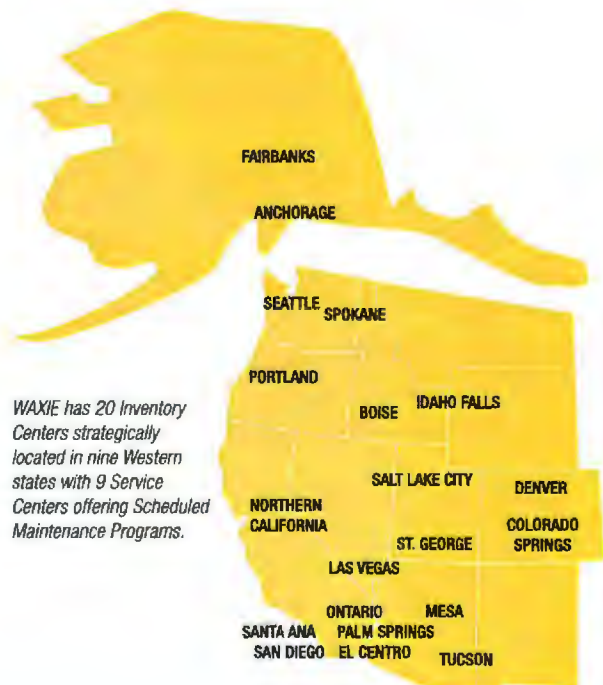
Need Parts? We Have the Parts You Need.

- Hundreds of parts in stock
- Quick access to the parts you need
- 3–5 day turnaround for non-stocked parts
- Next day shipping available for emergencies

Equipment Rental

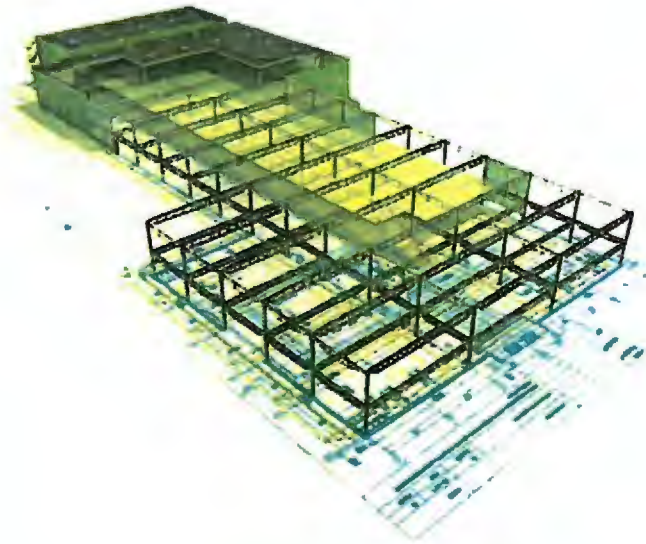
- Immediate replacement
- Broad range selection
- Quality brand machines

“WAXIE gets you back on track”



WAXIE has 20 Inventory Centers strategically located in nine Western states with 9 Service Centers offering Scheduled Maintenance Programs.

WAXIEapps[™]
Consultative Software Tools



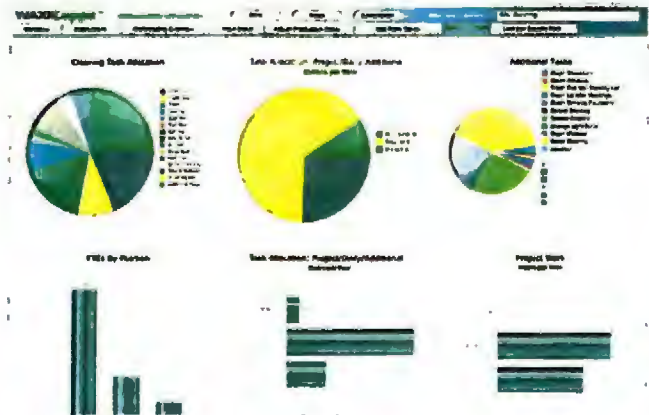
OVERVIEW

WAXIEapps are consultative software tools designed to help WAXIE's Sanitary Maintenance Consultants identify the most efficient and cost-effective cleaning solutions for their customers' facilities. By using WAXIEapps to analyze a cleaning operation, WAXIE Consultants can make recommendations that will save labor, materials and money.

FOCUS ON EFFICIENCY

- Consultative software tools designed to identify the most efficient and cost-effective cleaning solutions
- Work with your WAXIE Sanitary Maintenance Consultant to analyze your cleaning operation to save labor, materials and money
- Determine custodial staffing levels, identify laborsaving alternatives, analyze payback period and ROI, and perform "what if" scenarios

WAXIEapps[™]





WAXIEapps™



WORKLOADING APPLICATION

CLICK ON TABS ABOVE TO GET STARTED!

- *Determine custodial staffing levels
- *Analyze allocation of labor
- *Identify laborsaving alternatives

Cleaning Software Solutions Focused On Your Bottom Line

WAXIEapps™ Workloading Application Version 2.0 Copyright 2010 Waxie's Enterprises, Inc. All rights reserved. (Updated with SCA 540 Cleaning Time)
www.waxie.com | 1.800.995.4477

1 Wage Information

Enter a regular cleaner's pay rate (do not use a \$):

0

Enter the pay rate for project personnel (do not use a \$):

0

Benefit %

0.0%

FTE Hours

2000

Enter the number of hours that one full time equivalent works in a year. The default is 2,000 (40 hours per week times 50 weeks).

How many cleaning days are there per year? 120 200 300 365 or enter another 260

Carpet Cleaning

Scrub and Recoat (2 Coats)

Strip and Recoat

2 Project Work (enter in \$ for each task)

Cleanings per Year

Carpet Cleaning Cost

Cleanings per Year

Scrub & Recoat Cost

Costs Cleanings per Year

Strip & Recoat Cost

Total Yearly Cost of Project Work

\$-

\$-

\$-

\$-

3 Daily Cleaning Tasks (enter Returns for the workman and sq. ft. for all other tasks)

Restroom - Preferred

Service Days per Week

Cleanings per Day

Restroom Cleaning Cost

0

0

1

\$VALUE!

Detail Vacuum

0

1

Detail Vac Cost

0

0

1

\$VALUE!

Traffic / Exit Vacuum

0

1

Traffic Vac Cost

0

0

1

\$VALUE!

Dusting

0

1

Dusting Cost

0

0

1

\$VALUE!

Trash

0

1

Trash Cost

0

0

1

\$VALUE!

Dust Mop

0

1

Dust Mop Cost

0

0

1

\$VALUE!

Comp Mop

0

1

Comp Mop Cost

0

0

1

\$VALUE!

Spot Mop

0

1

Spot Mop Cost

0

0

1

\$VALUE!

Auto Scrub

0

1

Auto Scrub Cost

0

0

1

\$VALUE!

Burnish

0

1

Burnish Cost

0

0

1

\$VALUE!

Spray Buff

0

1

Spray Buff Cost

0

0

1

\$VALUE!

Total Yearly Cost for Daily Tasks

\$VALUE!

4 Annual Labor Summary

Daily Cleaning Tasks

Labor Cost-Daily Tasks

\$VALUE!

Daily Cleaning Labor Hours

0.00

Full Time Equivalents (FTE)

0.00

Additional Tasks

Labor Cost-Additional Tasks

\$-

Additional Task Labor Hours

0.00

Full Time Equivalents (FTE)

0.00

Project Work

Labor Cost-Project Work

\$-

Project Work Labor Hours

0.00

Full Time Equivalents (FTE)

0.00

Totals (Daily+Additional+Project)

Total Labor Cost

\$VALUE!

Total Labor Hours

0.00

Full Time Equivalents (FTE)

0.00

Switch to Hours per Year





WAXIEapps™



EQUIPMENT ROI APPLICATION

CLICK ON TABS ABOVE TO GET STARTED!

- *Identify laborsaving alternatives**
- *Analyze payback period and ROI**
- *Perform "what-if" scenarios**

Cleaning Software Solutions Focused On Your Bottom Line

WAXIEapps™ Workmaning Application Version 2.0 Copyright 2010 WAXIE Sanitary Supply, Inc. All rights reserved. United with ISSA 540 Cleaning Team
www.waxie.com • 800-998-4542

WAXIE

© 2010 WAXIE Sanitary Supply

Task Information

Enter the square footage of area to be cleaned with the proposed equipment: Enter the cleaner's pay rate (do not use \$):

Enter benefit % (taxes, insurance, benefits, etc.):

How often is the area cleaned? 7 days per Week 4 days per Week 3 days per Week 2 days per Week Once per Week Every 2 Weeks Once a Month Once a Quarter Twice per Year Annually

How is the area currently being cleaned?
 Category: Description: Adjust Time for Current Method:
 It should take this many hours with using the current method:

Which piece of equipment is your first recommendation?
 Category: Description: Adjust Time for Option 1:
 It will take this many hours to clean the area using Option 1:

Which piece of equipment is your second recommendation?
 Category: Description: Adjust Time for Option 2:
 It will take this many hours to clean the area using Option 2:

Equipment Details

	Enter Option 1	Enter Option 2
How much will the equipment cost?	<input type="text" value="0"/>	<input type="text" value="0"/>
How many years will the equipment be in service?	<input type="text" value="0"/>	<input type="text" value="0"/>
How much do you expect to spend each year to maintain and repair the equipment?	<input type="text" value="0"/>	<input type="text" value="0"/>

Return on Investment

	Enter Option 1	Enter Option 2		Enter Option 1	Enter Option 2
Return on Investment Summary Table			Annual Labor Savings Higher is better		
Price	\$0.00	\$0.00			
Annual Labor Savings	\$0.00	\$0.00	Payback Period in Months Lower is better		
Payback in Months	0.0	0.0			
Return on Investment	\$0.00	\$0.00	Return on Investment Higher is better		

Print



4. RFP#202329

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 202329

PROPOSAL DUE DATE: DECEMBER 6, 2019, AT 2:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ
85701

MATERIAL OR SERVICE: JANITORIAL AND SANITATION
SUPPLIES, EQUIPMENT, AND RELATED
SERVICES

PRE-PROPOSAL CONFERENCE DATE: NOVEMBER 13, 2019

TIME: 10:00 AM Local Arizona Time

LOCATION: Room 113B, Building 1, Thomas O. Price
Service Center, 4004 S Park Ave,
Tucson, AZ 85726
Conference Bridge #: (832) 856-4663
Conference ID: 375588985

CONTRACT OFFICER: ANDREW KLOS, MBA
TELEPHONE NUMBER: (520) 837-6685
Andrew.Klos@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

All visitors to City Hall are now required to show picture identification when going through the security checkpoint in the main lobby. Visitors should plan accordingly.

ak

PUBLISH DATE: OCTOBER 28, 2019

INTRODUCTION

The City of Tucson (the "City") is requesting proposals from qualified and experienced firms to provide **JANITORIAL AND SANITATION SUPPLIES**. The City of Tucson requires a Contractor who provides a diverse and extensive supply of janitorial and sanitation supplies for delivery to various City locations in the Tucson metropolitan area and Participating Public Agencies, as well as a representative(s) to provide onsite product and service consultations, demonstrations, job/task cleaning direction and training.

The City seeks a Contractor that can provide a broad supply of products and services to ensure the support of daily maintenance operations. The Contractor will have a sophisticated infrastructure including strategically located, nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP).

NATIONAL CONTRACT

The City of Tucson as the Principal Procurement Agency, defined in Attachment A, 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. The City of Tucson 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 Purchasing Cooperative Agreement, a form of which is attached hereto on Attachment C, or as otherwise agreed to. Attachment A 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 Offerors OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor'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 Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive

solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately \$2 million over the full potential Master Agreement term for Janitorial and Sanitation Supplies, Equipment and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Janitorial and Sanitation Supplies, Equipment and Related Services purchased under the Master Agreement through OMNIA Partners is approximately \$110 million annual aggregate volume. This projection is based on the current annual volumes among the City of Tucson, 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.

SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the following minimum qualifications:
 - a. Have a strong national presence in the janitorial and sanitation supply industry.
 - b. Have a distribution model capable of delivering products nationwide.
 - c. Have a demonstrated sales presence.
 - d. Have the ability to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - e. Have a full range of products, supplies, and services to meet the demands of the City and Participating Public Agencies.
2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
3. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this Contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the Contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY:** For City of Tucson purchases, janitorial and sanitation supplies shall be delivered to various City of Tucson locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time, for warehouse locations and as agreed to for other non-warehouse locations.
6. **CATALOGS:** Within 10 days after Contract award and after request from City staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a Participating Public Agency, Contractor shall provide, at no cost, these catalogs and price lists. Contractor shall also provide two accessible public

websites, one for the City of Tucson and one for OMNIA Partners, which contain an interactive web catalog, price list and ordering system.

B. PRODUCT REQUIREMENTS:

1. **PRODUCTS:** A complete and comprehensive line of quality made janitorial and sanitation supplies to support the daily maintenance and operation functions of the agency. The categories include but are not limited to the following;
 - a. **Dilution Control** - Dilution control chemicals and delivery systems ranging from hand-held to wall- mounted systems.
 - b. **Green Products** – Products and supplies that meet industry recognized certified green standards from independent third-party certifications like ecovadis, EcoLogo and Green Seal.
 - c. **Industrial Paper and Dispensers**– Includes sanitary paper towels, toilet tissue, wipers, and proprietary and universal product dispensers.
 - d. **Private Label** – Private branded products, supplies and equipment.
 - e. **Hard Floor Care** – Products and supplies to care for flooring including wood, stone, concrete and resilient flooring. Products include cleaners, strippers, finishes, sealers, restorers, sweeps, absorbents, mats, pads, doodlebugs, bonnets, brooms, brushes, handles, buckets, wringers, dust pans, mops and squeegees.
 - f. **Carpet Care** – Products and supplies such as pre-sprays, shampoo, spotters, cleaners, post treatments for carpet and upholstery.
 - g. **Restroom Care** – Products and supplies including cleaners, brushes, deodorants, proprietary and universal dispensers, sanitizers, disinfectants, skin care and feminine products.
 - h. **Waste Receptacles, Compactors and Liners** – Products and supplies for the collection and disposal of waste.
 - i. **Machines and Accessories** – Janitorial equipment such as auto scrubbers, floor machines, burnishers, extractors, vacuums, dryers, sweepers, steam cleaners and associated supplies and accessories.
 - j. **Institutional and Industrial Laundry and Kitchen** – Products and supplies specific to laundry and kitchen care, including disposable food service items.
 - k. **Industrial Tools & Supplies** – Tools, supplies and accessories to support cleaning activities including janitor carts, dusters, window cleaners, brushes, spray bottles, squeegees and gloves.
 - l. **Packaging and Shipping** – Products and supplies specific to packing and shipping requirements including boxes, bubble wrap, tape, labels, etc.
 - m. **Break Room and Food Disposable Supplies** – Including cups, plates, eating utensils, coffee supplies, etc.

- n. **Balance of line/Other Categories** – Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for janitorial and sanitation supplies and related material. 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 Page 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 City reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.
2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **PRICING:** Offerors are to provide a discount from a verifiable price index, provide a reduced net pricing schedule, a wholesale plus negotiated fixed margin, a hybrid or other supplier specific pricing. Contractor must fully describe and disclose details of proposed pricing method including audit verification method. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

Special Offers/Promotions:

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 Public 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.

Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

C. SERVICE REQUIREMENTS:

1. **SERVICES:** The City is interested in evaluating the following categories of value-add services for inclusion in this Contract. The categories include but are not limited to the following.
- a. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales, services and product offerings. The program should focus on increasing opportunities for small local businesses for the City of Tucson as well as for any other agency using this contract. At a minimum, it should establish how business will be directed to small local businesses, establish any unique product or service offerings and develop small businesses as second-tier suppliers.
- b. **Consulting Services:** Examples include inventory solutions, emergency preparedness programs, sustainability program, eCommerce and safety services.

- c. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support.
- d. **Software Punch Out:** The capability of your electronic ordering system to interface with an agency's inventory software system.
- e. **Green/Sustainability Program:**
 - i. **Policies:** Efforts and policies pertaining to green and sustainability.
 - ii. **Products:** Impact on product offerings.
 - iii. **Distribution:** Impact on distribution process.
 - iv. **Certifications:** The industry recognized certifications and standards obtained and those represented through its catalog of products.
- f. **Repair Services:** The ability to provide repair services of janitorial equipment through authorized manufacturer's facilities or other avenues.
- g. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
- h. **Sourcing:** Capability of sourcing products
 - i. from non-catalog suppliers and
 - ii. from line card extensions of catalog suppliers.
- i. **Other Services/Programs:** Other value-add services not included in above categories, such as installation of chemical and paper product dispensing units.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

- 2. PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
- 3. INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 4. AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
- 5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
- 6. PREPARATION OF PROPOSAL:**
- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit two (2) electronic copy of the proposal on jump drive in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate jump drive. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope. Faxing proposals is not permitted.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

- 24. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 25. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

- 26. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. Provide a response to the national program.

- a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror 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 reported to National IPA.
- b. The successful Offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

2. General Requirements

- a. Provide a detailed written response illustrating how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.
- b. Submit any and all information that will aid the City in evaluating your proposal.

3. Product Requirements

- a. Provide a detailed written response illustrating how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall provide the proposed product lines. Offerors shall identify and describe their categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 - i. Identification and description of product categories offered
 - ii. Identification and description of sub categories
 - iii. Identification and description of manufacturers within each sub category
- b. What is the total number of products offered in your catalog? Are all catalog products available to participating public agencies nationwide?
- c. How are "green" products identified in your catalog? How are they identified when ordering online? How many "green" products are in your catalog?
- d. How are "certified small business and other business classifications" products identified in your catalog? How are they identified when ordering online? How many "certified small business and other business classifications" products are in your catalog?
- e. Do you offer "Private Line" products? Provide details and describe. How does pricing compare to traditional and comparable brand name products? Provide examples.
- f. Submit any information that will aid the City in evaluating your proposal.

4. Service Requirements

- a. Provide a detailed written response illustrating how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. Offerors shall provide the proposed services that meet requirements. For each

proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

- i. Policies and programs detailing your efforts in these areas.
- ii. Literature explaining your capabilities.

b. Submit any information that will aid the City in evaluating your proposal.

5. Ordering and Invoices

- a. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
- c. Describe how Offeror measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?
- d. Describe how agencies choosing to pick up products will receive the correct Contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

6. Other

- a. Describe any government rebate programs that are offered.
- b. Describe how Offeror will meet the monthly usage reporting criteria. Submit a sample report.
- c. Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Public Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date.

B. Qualifications & Experience

1. Complete OMNIA Partners Exhibit A, Section 3.0
2. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
3. Please submit any additional information that you feel is applicable to your qualifications and experience.
4. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

C. Price Proposal

1. Provide price proposal as requested on the Price Page (See Attachment B).
2. Provide available payment terms.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? _____ Yes _____ No
 - a. If yes, can commercial payment(s) be made online? _____ Yes _____ No
 - b. Will a third party be processing the commercial credit card payment(s)? _____ Yes _____ No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).

- d. If "no" to above, will consideration be given to accept the card? _____ Yes _____ No
5. Does your firm have a City of Tucson Business License? _____ Yes _____ No
If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with OMNIA Partners are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this Contract will be the sole responsibility of each Participating Public Agency. The Contractor may negotiate additional expenses incurred as a result of Participating Public Agencies' usage of this Contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

- 2. INSURANCE:** The Contractor agrees to:
- A.** Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
 - B.** The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
 - C.** Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.
- 3. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional two-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 4. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year and for each additional one (1) year period thereafter, which will be a factor in the renewal review process. The City will determine whether the requested price adjustment, or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract renewal or, in the case of a mid-term adjustment, upon execution of the amendment.
- 5. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 6. SUBSTITUTE ITEMS:** In the event that a product or model provided under the contract is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued.
 - B. Documentation from the manufacturer that names the replacement product or model.
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the

Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor

or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROL EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.
- 25. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 26. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance

of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 40. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 41. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 42. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 43. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

See Attachment B – Excel Price Page
Tab 1 – National Core List
Tab 2 – Additional Suppliers

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 2019

This _____ day of _____ 2019

As Tucson City Attorney and not personally

As Director of Business Services and not personally

ATTACHMENTS

Attachment A - OMNIA Partners – Requirements for National Cooperative Contract

Attachment B – Excel Price Page

Attachment C – HUD Documents

5. Attachment A: OMNIA Agreement

ATTACHMENT A



**REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT
TO BE ADMINISTERED BY
OMNIA PARTNERS, PUBLIC SECTOR**

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, Public Sector.

1.1 Requirement

The City of Tucson (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, Public Sector”), is requesting proposals for Janitorial and Sanitation Supplies, Equipment, and Related Services. 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, Public Sector’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, 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, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector’s cooperative purchasing program. Registration with OMNIA Partners, Public Sector 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, Public Sector, 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, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, 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, Public Sector's 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, Public Sector.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners, Public Sector reserves the right to determine whether or not 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$110 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, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. 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, Public Sector. 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, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without

being in conflict with the Master Agreement. 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 (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). 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. 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, Public Sector).

All 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, Public Sector's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. 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;
- D. 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, Public Sector 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, Public Sector 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, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector 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 in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. 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.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. 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.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. 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 ensure 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, Public Sector 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, Public Sector 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, Public Sector 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, Public Sector.
 - 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, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector 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, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. 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, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector 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, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector 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:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
 - iv. 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, Public Sector 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.
- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector 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 administration 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.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
- ii. 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, Public Sector under the Master Agreement.
- iii. 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, Public Sector).
- iv. 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, Public Sector”), 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, Public Sector 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, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector 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, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier’s obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as 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, Public Sector solely in its capacity as the 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, Public Sector 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, Public Sector 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, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. 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 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector 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.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector 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, Public Sector program by either registering on the OMNIA Partners, Public Sector 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, Public Sector. 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, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector 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, Public Sector from Supplier in the amount of __ percent (__%) ("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, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, 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, Public Sector 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, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector's 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, Public Sector, or its designee, in OMNIA Partners, Public Sector's 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, Public Sector receives such report. In addition, OMNIA Partners, Public Sector 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, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector 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, Public Sector's 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, Public Sector's 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, Public Sector 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, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, 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, Public Sector.

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.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. 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, Public Sector, 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

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

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, Public Sector**”) 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, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector 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:

1. Each party will facilitate the cooperative procurement of Products.
2. 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(h), 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.

3. 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.

4. 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.

5. 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.

6. 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 the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

**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**

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, Public Sector”), [NAME OF PPA] 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 [NAME OF PPA] (“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, Public Sector.

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, [PRINCIPAL PROCUREMENT AGENCY]

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 \$150,000, 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 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 \$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 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 (I) 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

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: _____

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, Public Sector's 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

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.

**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 offeror 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: _____

Street: _____

City, State, Zip Code: _____

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 _____, an authorized representative of _____, 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

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

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said 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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

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 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 AA201-A upon receipt from the

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.

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

Requirements for National Cooperative Contract

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 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.

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 <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.
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 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.

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:

- 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.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector 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	State 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	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State 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 SULPHUR, 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
GILLIAM 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 TOOEELE, 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 MUDDY 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. LAKI 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
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
OR
RIDGEWOOD 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
TONE WATER 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
MARION COUNTY SCHOOL DISTRICT
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

Requirements for National Cooperative Contract

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
 LEGACY 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 COLLEGE, 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
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

6. Attachment B: Excel Price Page

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
			Superclr Liner 42X48 Ldpeclr 1.15Mil	Can Liners	CS			\$0.00
			Liner 40X48 Ldpe Wht Ehd 1.5 Mil	Can Liners	CS			\$0.00
			Liner 33X40 30 Gal HDPE Nat 16 Mic	Can Liners	CS			\$0.00
			Liner LD 33" x 47" 0.90 Mil Blk Coreless	Can Liners	CS			\$0.00
			Liner40x46 40-45glNat.9 Mil20RI	Can Liners	CS			\$0.00
			Blk Max Liner 43X47 Ldpe Blk Ehd1.5Mil	Can Liners	CS			\$0.00
			Liner LD 36X58 3Mil 55Gl Blk	Can Liners	CS			\$0.00
			Liner 33X39 33Gl Repro Blk 1.5 Mil	Can Liners	CS			\$0.00
			Liner 24X33 12-16Gal HDPE Nat 8Mic	Can Liners	CS			\$0.00
			Liner 40x46 40-45gl ReproBlk1.5Mil	Can Liners	CS			\$0.00
			BlkMax Liner 36X58 Ldpe Blk 1Mil EhdFp	Can Liners	CS			\$0.00
			Liner 38" x 58" Blk 1.5 Mil	Can Liners	CS			\$0.00
			Liner 38" x 58" LLDPE Blk 1.3 Mil FP	Can Liners	CS			\$0.00
			BlkMax Liner 36X58 Ldpe Blk 2Mil EhdFp	Can Liners	CS			\$0.00
			Blk Max Liner 40x46 LLDPE Blk 2Mil FP	Can Liners	CS			\$0.00

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
			Liner 37x50 Clr 0.70 Mil	Can Liners	CS			\$0.00
			Clorox Disinfecting Wipes 8x7 Wht Lemon	Chemicals	CS			\$0.00
			Clorox Wet Wipe 7x8 Cloth WhtFrsh Disinf	Chemicals	CS			\$0.00
			Solsta210 Floor Cleaner 3L NonToxic Neut	Chemicals	CS			\$0.00
			NABC Concentrate DisinfCleaner 2 L #1 NA	Chemicals	CS			\$0.00
			Stride Floor Cleaner 2.5L Orng Ctrs Neut	Chemicals	CS			\$0.00
			Evogen DspnsrDual FeminineHygiene 25Cent	Chemicals	CS			\$0.00
			Solsta DisinfCleaner 3L QuatlMn #764Neut	Chemicals	CS			\$0.00
			Sctchgrd Floor Protector 1gl WtrBsdRslnt	Chemicals	CS			\$0.00
			iShine Floor Finish 5 gal Wht	Chemicals	PL			\$0.00
			GrnSlst330 OdorEliminator3L FrshMst	Chemicals	CS			\$0.00
			Glove Nitr GP PF Blk ProGrd XL	Gloves	CS			\$0.00
			Glove Nitr GP PF Blk ProGrd Lg	Gloves	CS			\$0.00
			Easy Trap Duster 8"x6"x125' 250Sht	Janitorial Supplies	CS			\$0.00
			Total 360 Electrostatic Sprayer	Janitorial Supplies	CS			\$0.00
			Carpet Extractor 18" 12gl Self-Contained	Janitorial Supplies	EA			\$0.00

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
			Versa HP Steam Machine 17gal	Janitorial Supplies	EA			\$0.00
			Cover Toilet Seat 1/2 Fold	Janitorial Supplies	CS			\$0.00
			Gojo Hand Soap 1250mL Grn Botanical Rfl	Skin Care	CS			\$0.00
			Gojo HandSoap 2000mL Antibac OrngBlsmRfl	Skin Care	CS			\$0.00
			Hand Soap 1250mL Pnk Cranberry Rfl	Skin Care	CS			\$0.00
			Grn Hand Soap 1200mL DyFragFrClnTch	Skin Care	CS			\$0.00
			Gojo LTX12 HandWash Foam Antibacterial	Skin Care	CS			\$0.00
			Gojo Hand Soap 1250mL Clr Rfl	Skin Care	CS			\$0.00
			Gojo Hand Soap 1200mL BluPomegranateRfl	Skin Care	CS			\$0.00
			Clean Touch Hand Soap 1250mL DyeFragFr	Skin Care	CS			\$0.00
			Gojo Hand Soap 1250mL Ylw	Skin Care	CS			\$0.00
			Kleenex Hand Soap 1.0L Pnk Citrus Flrl	Skin Care	CS			\$0.00
			Facilipro Hand Soap 1.3 L Ylw Mild Foam	Skin Care	CS			\$0.00
			Hand Soap 2000mL Pnk Cranberry Rfl	Skin Care	CS			\$0.00
			Hand Soap 1250mL Clr Refill	Skin Care	CS			\$0.00
			Hand Soap Azure 1L Blu Mild	Skin Care	CS			\$0.00

ATTACHMENT B

TAB 1

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
			Gojo Hand Soap 1250mL Pnk Cranberry	Skin Care	CS			\$0.00
			Green Hand Soap 1200mL PomeberryRfl	Skin Care	CS			\$0.00
			Clean & Soft Roll Towel 900 ft Wht	Towel & Tissue	CS			\$0.00
			Acclaim Bath Tissue 1000' JumboJr PprWht	Towel & Tissue	CS			\$0.00
			Envision Towel 800' Paper Brn	Towel & Tissue	CS			\$0.00
			enMotion Towel Roll 700' 1Ply Wht Roll	Towel & Tissue	CS			\$0.00
			Tork Bath Tissue 3.6x1000' Ppr Wht 2-Ply	Towel & Tissue	CS			\$0.00
			Waxie Bath Tissue 500 Sheet Wht 2-Ply	Towel & Tissue	CS			\$0.00
			Scott Roll Towel 8"x800' Ppr Brn Hard Rl	Towel & Tissue	CS			\$0.00
			Tork Bath Tissue Paper Wht 500/rl	Towel & Tissue	CS			\$0.00
			Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS			\$0.00
			SofPull Roll Towel 7.87x1000' Ppr BrnEmb	Towel & Tissue	CS			\$0.00
			Scott Flded Twl 9.2x9.4 Ppr Wht MultiFld	Towel & Tissue	CS			\$0.00
			Scott Bath Tissue 4.1x4 Ppr Wht Std Roll	Towel & Tissue	CS			\$0.00
			Envision Bath Tissue 4.5x4.05 550Sht Wht	Towel & Tissue	CS			\$0.00
			Scott Bath Tissue 3.55"x1000' Ppr Wht 2P	Towel & Tissue	CS			\$0.00

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE	
			Tork Roll Towel 7-7/8" x 800' Ppr Nat	Towel & Tissue	CS			\$0.00	
			Tork Universal Hand Towel 7.75" Nat	Towel & Tissue	CS			\$0.00	
			SofPull Roll Towel 7.87" x 1000' Ppr Wht	Towel & Tissue	CS			\$0.00	
			Tork Bath Tissue 2000' JumboRecycFbr Wht	Towel & Tissue	CS			\$0.00	
			Scott Roll Towel 8" x 950' Paper Wht	Towel & Tissue	CS			\$0.00	
			Scott Essential Roll Towel 8"x950'PprWht	Towel & Tissue	CS			\$0.00	
			Scott Roll Towel Paper 8" x 1000' Wht	Towel & Tissue	CS			\$0.00	
			Tissue Bath 1Ply Earth First	Towel & Tissue	CS			\$0.00	
			Scott Roll Towel 7.5" x 1150' Gry Wht	Towel & Tissue	CS			\$0.00	
			enMotion Roll Towel 10" x 800' Paper Brn	Towel & Tissue	CS			\$0.00	
			Scott Bath Tissue 3.7" x 1150' Paper Wht	Towel & Tissue	CS			\$0.00	
			PacificBlueUltra RI Towel 7.8"x1150' Brn	Towel & Tissue	CS			\$0.00	
			enMotion Roll Towel 10" x 800' Paper Wht	Towel & Tissue	CS			\$0.00	
			Compact Bath Tissue 4" x 4.5" 2 Ply Crls	Towel & Tissue	CS			\$0.00	
			Compact Bath Tissue 3.85x4.05 Paper Wht	Towel & Tissue	CS			\$0.00	
TOTAL:									\$0.00

7. Attachment C: HUD Forms

ATTACHMENT C

HOUSING AND URBAN DEVELOPMENT (HUD)

5369-B

5369-C

5370-C Section 1

SECTION 3

5369-B

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

5369-C

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

5370-C1

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, 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 under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

SECTION 3 CLAUSE

SECTION 3 CLAUSE: Sec. 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

HUD Act of 1968, Section 3 Requirements, as revised June 30, 1994: The successful Contractor shall comply with the provisions of Section 3 as set forth in 24 CFR part 135 and all other applicable rules in the hiring of replacement and new personnel. Interested offerors shall complete and submit necessary forms from Section 3 Special Conditions with their offer. Contract amount will be the total labor, materials, overhead, change orders and other costs relative to the project. Total labor dollars shall mean 35% of the contract amount. A sliding scale to calculate the Section 3 obligation shall apply in determining the contractual obligation due. The general Section 3 requirements are shown as Section 3 Special Conditions in this Request for Qualifications. Contact Yvette Hurley at (520) 837-5314 with all questions regarding the Section 3 Clause and Section 3 Special Conditions.