

# COOPERATIVE PROCUREMENT CONTRACT BETWEEN THE CITY OF SAN DIEGO

#### AND

# WAXIE'S ENTERPRISE, LLC AND ITS AFFILIATES, BRADY PLUS FOR JANITORIAL SUPPLIES

# I. RECITALS

- A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.
- B. On February 21, 2024 Region 14 Education Service Center ("Agency") in conjunction with OMNIA Partners issued Request for Proposals 24-S824 for Comprehensive Operational and Janitorial Supplies and Solutions ("Solicitation") by posting the Solicitation on the OMNIA Partners' website and by advertising in the following newspapers: The Abilene Reporter-News on March 1, 2024, The Arizona Business Gazette on February 29, 2024, The Daily Journal of Commerce on February 28, 2024, and The Desert News on February 28, 2024. The deadline for submission of sealed proposals in response to the solicitation was April 4, 2024 at 2:00pm Central Time.
- C. On May 21, 2024, based on the results of the competitive process, Agency awarded a contract to Waxie's Enterprise, LLC and its affiliates, BradyPlus ("Contractor") and executed the contract for Comprehensive Operational and Janitorial Supplies and Solutions with Contractor, identified as Contract #152610 ("Agency Agreement"), effective June 1, 2024 and attached as Exhibit 1.
- D. On February 5, 2025 the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.
- E. Contractor has agreed to provide to City the same pricing offered to Agency for operational and janitorial supplies consistent with the terms and conditions in the Agency Agreement except as modified herein.

# II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. <u>Incorporation.</u> This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

Document No RR-316402

Office of the City Clerk San Diego, California



- 2. <u>Effective Date</u>. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through May 31, 2027, with up to two (2) additional one (1) year terms, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.
- 3. <u>Early Termination</u>. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Contractor, or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.
- 4. <u>Compliance with Controlling Laws</u>. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statues, ordinances, rules, or regulations.
- 5. <u>Governing Law</u>. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 6. <u>Jurisdiction and Venue</u>. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.
- 7. <u>Modifications</u>. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

# III. CONTRACT ADMINISTRATOR

1. <u>Contract Administrator</u>. The Department of Purchasing and Contracting (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Buck Osegueda, Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200, San Diego, CA 92101 619-236-6065 Sosegueda@sandiego.gov

2. <u>Notices</u>. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the [Purchasing

Agent or Requesting Department]. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing & Contracting Department Attention: Buck Osegueda 1200 Third Avenue — Suite 200 San Diego, CA 92101 Sosegueda@sandiego.gov 619-236-6000

# IV. COMPENSATION

- 1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$9,000,000 Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.
- 2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years, and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

# V. CONTRACT

- 1. <u>Contract Documents.</u> This Contract consists of this Contract and all exhibits listed below, and incorporated by reference in full herein, which together contain all the terms and conditions of this Contract (collectively referred to as "Contract Documents").
  - 1.1 Agency Agreement, including exhibits contained therein as they are applicable (Exhibit 1);
  - 1.2 Modifications to the Agency Agreement (Exhibit 2);
  - 1.3 Solicitation (Exhibit 3);
  - 1.4 Contractor's Response to Solicitation (Exhibit 4).
- 2. <u>Contract Interpretation.</u> The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in

accordance with that meaning unless a different definition has been provided in the Contract Documents.

- 3. <u>Precedence.</u> In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:
  - 1st This Contract
  - 2<sup>nd</sup> Agency Agreement
  - 3<sup>rd</sup> Contractor's Response to Solicitation
  - 4<sup>th</sup> Solicitation
- 4. <u>Counterparts</u>. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.
- 5. <u>Public Agencies</u>. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

# VI. CITY'S ADDITIONAL TERMS

- 1. <u>Wage Requirements</u>: The City's Living Wage Ordinance does not apply to cooperative procurement contracts. This Contract is exempt from the City's Living Wage Ordinance. as outlined in San Diego Municipal Code § 22.4215(a)(5).
- 2. <u>Drug-Free Workplace Certification.</u> Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.
- 3. <u>ADA Certification.</u> Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.
- 4. <u>Non-Discrimination Ordinance.</u> Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.
- 5. <u>Compliance with the City's Equal Employment Opportunity Outreach Program</u> (EOCP): Contractor shall comply with the City's EOCP requirements. Contractor shall not

discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

- 6. <u>Compliance Investigations.</u> Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.
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- 9. <u>Noise Abatement.</u> Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

WAXIE'S ENTERPRISE, LLC
AND ITS AFFILIATES, BRADYPLUS

By: Lee Jackson

Name: Lee Jackson

Title: General Manager

Date: 05/27/2025

Date: Lee Jackson

Title: Director, Yunchesiz & Contractor

Approved as to form this 18th day of

August , 2025

HEATHER FERBERT, City Attorney

By: Manager

Deputy City Attorney

R-316402

Print Name: MARK M. MADA

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Cooperative Procurement Contract OCA Doc. No. 1451932 2 Rev. 2020-01-16

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Cooperative Procurement Contract OCA Doc. No. 1451932 2 Rev. 2020-01-16 accordance with that meaning unless a different definition has been provided in the Contract Documents.

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- 5. <u>Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP):</u> Contractor shall comply with the City's EOCP requirements. Contractor shall not

Cooperative Procurement Contract OCA Doc. No. 1451932 2 Rev. 2020-01-16

discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

- 6. <u>Compliance Investigations.</u> Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.
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- 8. <u>Product Endorsement.</u> Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.
- 9. <u>Noise Abatement.</u> Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

WAXIE'S ENTERPRISE, LLC AND ITS AFFILIATES, BRADYPLUS	THE CITY OF SAN DIEGO	
By:	By:	
Name:	Name:	
Title:	Title:	
Date:	Date:	
	Approved as to form this day of, 20	
	HEATHER FERBERT, City Attorney	
	By: Deputy City Attorney	
	Print Name:	

# **EXHIBIT 1: AGENCY AGREEMENT**

# **Region 14 Education Service Center (ESC)**

Contract 152610

for

Comprehensive Operational and Janitorial Supplies and Solutions

with

Waxie's Enterprises, and its affiliates, BradyPLUS companies

Effective: June 1, 2024

The following documents comprise the executed contract between the Region 14 Educational Service Center (ESC) and Waxie's Enterprises, and its affiliates, BradyPLUS companies, effective June 1, 2024:

- I.
- Signed Offer and Acceptance Supplier's Response to the RFP, incorporated by reference II.



# **Region XIV Education Service Center**

1850 Highway 351 Abilene, TX 79601-4750 325-675-8600 FAX 325-675-8659

May 21, 2024

Steve Thomas
Senior VP National Accounts
WAXIE's Enterprise, LLC and its affiliates, BradyPLUS
9353 Waxie Way
San Diego, CA 92123

Sent via email to: <a href="mailto:steve.thomas@envoysolutions.com">steve.thomas@envoysolutions.com</a>

Re: Award of Contract #152610 Comprehensive Operational and Janitorial Supplies and Solutions

Dear Mr. Thomas:

Region 14 Education Service Center is happy to announce that WAXIE's Enterprise, LLC and its affiliates, BradyPLUS has been awarded Contract #152610 based on the proposal submitted to Region 14 ESC in response to RFP# 24-S824 Comprehensive Operational and Janitorial Supplies and Solutions. As stated in the RFP, VI. Signature Form, this contract award letter is the countersignature to WAXIE's Enterprise, LLC and its affiliates, BradyPLUS response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective June 1, 2024. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

- DocuSigned by:

Emflve1effreva

Region 14, Chief Financial Officer

# VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies Company Name 9353 Waxie Way Address CA 92123 San Diego City State Zip (800) 995-4466 Telephone Number Fax Number steve.thomas@envoysolutions.com **Email Address** Steve Thomas Senior VP of National Accounts **Printed Name** Position Authorized Signature

# BradyPLUS

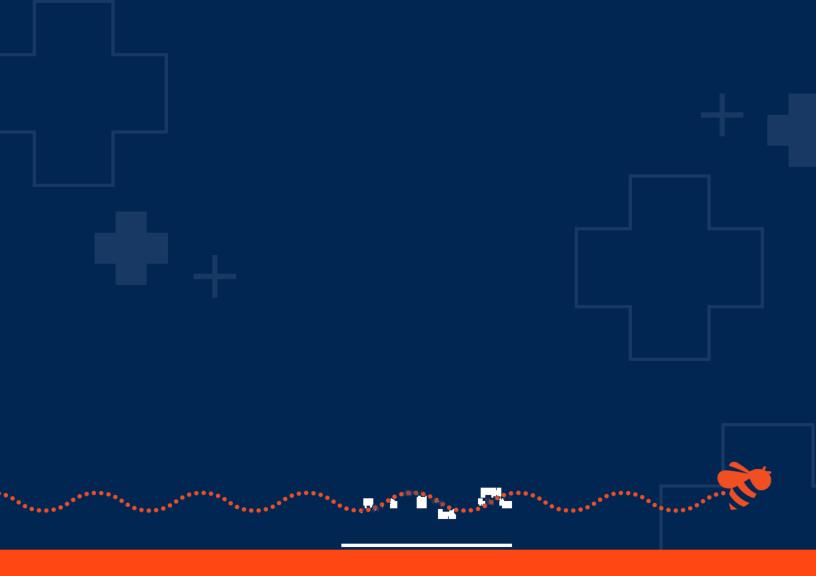


# **Region 14 Education Service Center RFP 24-S824**

Comprehensive Operational & Janitorial Supplies Solutions made available through OMNIA Partners

BradyPLUS.com + (877) 788-PLUS

# 3rady-PLUS



# **Response to RFP**

Section 1: Cover Letter, T&Cs and Signature Form



April 4th, 2024

# OMNIA Partners Region 14 Education Service Center

# RFP 24-S824 Comprehensive Operational and Janitorial Supplies and Solutions

Dear Region14 ESC and OMNIA Partners,

Waxie's Enterprises LLC ("Waxie Sanitary Supply"), its affiliates, BradyPLUS companies are pleased to submit our response to Region 14 ESC for Comprehensive Operational and Janitorial Supplies and Solutions. We recognize that Region 14 ESC is looking for qualified suppliers to form a long-term partnership and offer a complete line of products and services for K-12 and other public agencies on this Master Agreement.

Much like Region 14 ESC's strategic partnership with OMNIA Partners to offer products and services to other public agencies nationally, BradyPLUS, through our family of affiliates including Waxie Sanitary Supply is positioned to deliver products and services on a national scale. It is our goal that Region 14 ESC and OMNIA Partners experience the value BradyPLUS' family of Affiliates provides to K-12 and Public Agencies through a National Contract.

As a longtime partner of Region 14 ESC and OMNIA Partners through previous contracts, we believe in the power of partnerships and understand our relationship is about your agenda, not ours! We provide complete solutions for facility supplies, food service packaging, industrial packaging, and marketing solutions. Our customers benefit from our services which in turn help them to reduce their exposure to risk, save time, lower their operating costs, and gain a competitive edge in the market.

BradyPLUS affiliates appreciate the opportunity to potentially continue our partnership and being a participant in this solicitation. We look forward to the opportunity to further discuss our value proposition and ultimately supply Region 14 ESC should we be invited to the next round of this process. If you have any questions regarding our submitted information, please don't hesitate to contact me.

# Thank you,

#### **Amanda Parent**

Senior Director National Account

WAXIE and BradyPLUS

Amanda.parent@envoysolutions.com

949-294-2400



# REQUEST FOR PROPOSAL (RFP) FOR

Comprehensive Operational and Janitorial Supplies and Solutions

# **SOLICITATION NUMBER**

RFP 24-S824

# **PUBLICATION DATE**

Wednesday, February 21, 2024

# **QUESTIONS SUBMITTED BY**

Thursday, March 21, 2024 2:00pm CT

# SUBMITTAL DUE DATE AND TIME:

Thursday, April 4, 2024 2:00pm CT



Competitive Solicitation by
Region 14 Education Service Center
on behalf of itself and other Government Agencies
and made available through
OMNIA Partners, Public Sector, Inc.

**NOTICE TO SUPPLIER:** When partnering with OMNIA Partners, Region 14 uses Bonfire at <a href="https://omniapartners.bonfirehub.com/">https://omniapartners.bonfirehub.com/</a> to advertise solicitations, manage supplier questions, receive submittals and manage submittal evaluations. Questions regarding this solicitation must be submitted through Bonfire using the Ask a Question button and should be submitted before the question due date and time stated herein. Answers to questions will be posted in Bonfire approximately one week prior to the submittal due date and time.

**Public Opening:** Submittals will remain sealed by Bonfire until the submittal due date and time specified herein. Submittals received outside of Bonfire will not be accepted. At the due date and time listed, or modified via addenda, submittals will be opened, read aloud publicly and suppliers' names recorded via the virtual meeting below.

Meeting URL: <a href="https://omniapartners.zoom.us/j/85731509439">https://omniapartners.zoom.us/j/85731509439</a>

**Call In #:** 346-248-7799 **Meeting ID:** 857 3150 9439



#### I. INTRODUCTION

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a contract for Comprehensive Operational and Janitorial Supplies and Solutions for use by Region 14 ESC and other public agencies supported under this contract.

Region 14 ESC aims to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited contract offering products and services to public agencies;
- Achieve cost savings for public agencies and suppliers through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of public agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of public agencies and suppliers through best in class purchasing procedures.

# Region 14 Education Service Center ("Region 14 ESC")

Region14 ESC schools are called Rural West Texas Schools that serve over 50,000 students in 42 school districts located in 13 counties which make up Region 14. Services are delivered to more than 3,900 professional educators and over 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.

#### **National Contract**

Region 14 ESC, as the Principal Procurement Agency, defined in Appendix B, has partnered with OMNIA Partners, Public Sector, Inc. ("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. Region 14 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto in Appendix B, or as otherwise agreed to. Appendix B 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, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through

multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners



# documents (Appendix B).

While no minimum volume is guaranteed to the awarded supplier, the estimated annual volume of Comprehensive Operational and Janitorial Supplies and Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$150 MILLION. This projection is based on the current annual volumes among Region 14 ESC, 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 awarded supplier and OMNIA Partners.

# II. SCOPE

It is the intent of Region 14 ESC to establish a contract for Comprehensive Operational and Janitorial Supplies and Solutions. Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer(s) that you are responding with:

- Cleaning Supplies window cleaning tools, general purpose cleaning tools, tilt trucks, sponges wipers, microfiber, cleaning caddies, dusters, mops, brooms and accessories.
- Hand Hygiene Sanitizer and hand soap
- Lodging Amenities Shampoo, conditioner, lotion
- Trash cans, Recycle and Disposable Bins
- Big Belly Products and services
- Trash Liners
- Paper Products Seat covers, toilet paper, paper towels, facial tissue etc.
- Cleaning Chemicals
- Air Filtration equipment and Parts
- Dilution Control Cleaning Chemical Systems
- Laundry and ware wash chemicals
- Floor maintenance Floor Finishes, Strippers, and Floor Sealers, wood floor products and floor maintenance chemicals
- Floor Mats
- Reconditioned Cleaning Equipment
- Corded Equipment
- Battery operated Equipment
- Tennant
- Nacecare
- Square scrub
- Envirox chemicals
- Tersano Chemicals
- Autonomous Equipment/Machines
- Industrial Machines
- Propane machines
- Equipment parts repair parts for equipment, floor pads, squeegee, vacuum filter bags, etc.
- Personal amenities
- Feminine Hygiene
- Ice Melt



- Pest Control
- Material Handling
- Food Service Disposable Products disposable plates, cutlery, portion cups, napkins, etc.
- Foodservice Smallware
- Safety Supplies Gloves, masks, coveralls, partitions, spill kits, etc.
- Lighting
  - o Fixtures, lamps, equipment, parts, tools and accessories.
- Plumbing
  - o Fixtures, equipment, parts, tools and accessories.
- Electrical
  - Fixtures, equipment, parts, tools and accessories.
- Heating, Ventilating and Air Conditioning
  - o Equipment, parts, tools and accessories.
- Hand Tools
- Power Tools
- Office Supplies
- Office Furniture
- Automotive
  - Parts, Cleaning Supplies, Tools
- Building Materials
- Clothing & Apparel
- Doors & Windows
  - Hardware and Accessories
- Electrical
- Lawn & Garden
- General all other not defined in the categories above but within scope of the contract.
- Paint & Painting Supplies
- Storage and Organization

# **Services**

- Equipment repair and services
- VMI (Vendor Managed Inventory)

\*Dispensers for each category will be added at market value and will not follow the category discount. Most proprietary dispensers can be offered free of charge and will be negotiated between the BradyPLUS affiliate and the end-user.

See attached pricing proposal for full list of categories and manufacturers. This is the current representation of products and manufacturers, but categories or manufacturers may be added over time as needed due to market trends. Innovation, product availability and best value. BradyPLUS may decide to partner with new manufacturers to provide agencies the best assortment and value possible over the course of this contract.



## III. INSTRUCTIONS TO SUPPLIERS

# Submission of Response.

- Responses shall be received electronically no later than the submittal due date and time via Bonfire portal at <a href="https://omniapartners.bonfirehub.com">https://omniapartners.bonfirehub.com</a>
- Bonfire will not accept any responses after the specified due date and time.
- Only responses received via Bonfire will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Proposals may be rejected for failure to comply with the requirements set forth in this solicitation.

**Required Proposal Format.** Responses shall be submitted electronically via Bonfire. Separate files should be used to separate the proposal into sections, as identified below. Suppliers failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all sections, with the exception of Section 2 (Pricing), be submitted in Portable Document Format (PDF). Pricing may be submitted separately in an alternate format (e.g. xlsx, xls, csv).

#### Sections

Section 1 – Signature Form

Section 2 – Pricing

Section 3 – Ability to Perform, including response to the national program (Appendix B)

Section 4 – References and Experience

Section 5 – Value Added Products and Services

Section 6 – Required Documents

**Additional Agreements.** If a supplier requires an additional agreement, a copy of the proposed agreement must be included with the proposal.

**Deviations and Exceptions.** Deviations or exceptions stipulated in a supplier's response may result in disqualification. It is the intent of Region 14 ESC to award a supplier's complete line of products and/or services, when possible. A response to the solicitation is an offer to contract with Region 14 ESC based upon the contract provisions contained in this solicitation, including but not limited to, the specifications, scope of work and any terms and conditions. Suppliers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the solicitation cannot be modified without the express written approval of Region 14 ESC. If contract provisions are not expressly approved in writing by Region 14 ESC, the contract provisions contained in the solicitation shall prevail.

BradyPLUS would like to put exceptions to publishing our response on any catalog list provided as well as our exhibits.

Some of the exhibits provided are proprietary to our affiliates and are not to be used on public websites.

#### Disclosures.

- Supplier affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The supplier affirms that, to the best of his/her knowledge, the offer has been arrived at



independently, and is submitted without collusion with anyone to obtain information or gain

any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract.

**Withdrawal of Response.** After submittal due date and time, withdrawal of a response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

**Public Opening.** Immediately following the due date and time, all responses will be publicly opened, and the supplier's names recorded. The public opening will be held via Zoom meeting.

**Open Records Policy.** Region 14 ESC is a governmental entity. Responses submitted are subject to release as public information after contracts are executed. If a supplier believes that its response, or parts of its response, may be exempted from disclosure, the supplier must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the supplier must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the supplier are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any supplier. Supplier is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

**Multiple Awards.** Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any resulting contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

**Protest.** A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester;
- Original signature of protester or its representative;
- Identification of the solicitation by RFP number;
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

# IV. Region 14 - TERMS AND CONDITIONS

**Assignment.** Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.



Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4)-1-year years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Not accepted by Region 14 - exception removed

**Construction.** Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**Franchise Tax.** The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**Funding.** A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract

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

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and



its participants, administrators, employees and agents against all third-party claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Accepted by Region 14

Limitation of Liability — Supplier's obligation under the limited warranty (as) set forth in the Products section is strictly and exclusively limited to the repair or replacement free of charge of such Goods as are Products found to be defective in material or workmanship on the condition that Buyer gives prompt written notice to Supplier of any claim to breach of warranty within the warranty period, and, if requested, returns the defective Goods/Products to Supplier. Supplier will not assume any expenses or liability for repairs made to Goods/Products outside of its facility, without its prior written consent. Supplier reserves the right to satisfy its liability under the limited warranty obligation in full, with respect to defective Goods/Products, by the payment to the Buyer of all sums paid by the Buyer to Supplier for such Goods/Products. IN NO EVENT SHALL SUPPLIER BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, LOST PROFITS, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES RELATING TO THE PRODUCTS. In all events, the amount of liability for any party will be limited to the amount of payments received by Supplier over the previous twelve (12) months to the event giving rise to the claim.

**Insurance.** Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

**Legal Obligations.** It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**Non-Exclusive Contract.** This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

**Permits.** Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

**Price Increases.** Should it become necessary, price increase requests may be submitted at any point during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the

change will be approved.

**Products.** Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects subject to Supplier's Limited Warranty.

Limited Warranty. Supplier warrants only that the Goods/Products shall conform to Buyer's specifications under proper and normal use for a period of one year from the date of shipment and that Supplier will deliver to Buyer valid Title to all Goods/Products. Supplier will assign to Buyer any and all warranties for the Products that Supplier has received from its suppliers to the extent such warranties may be assigned; provided, however, that Supplier shall not be obligated to assist Buyer in enforcing such warranties. THIS WARRANTY IS IN LIEU OF ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY,



## FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE, WHICH ARE HEREBY EXCLUDED.

**Products and Services Additions.** New products and/or services may be added to the contract at any time during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

**Safety.** Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Buyer is responsible for providing current and valid proof of tax-exempt status to ensure proper sales tax treatment.

Accepted by Region 14

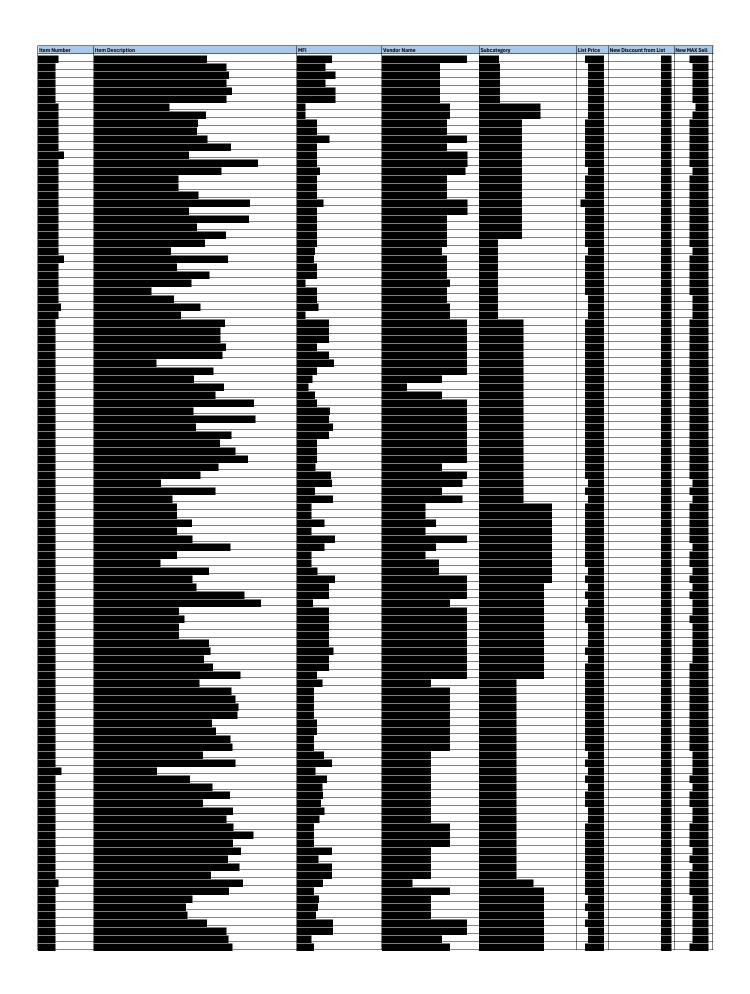
**Term and Renewal.** The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

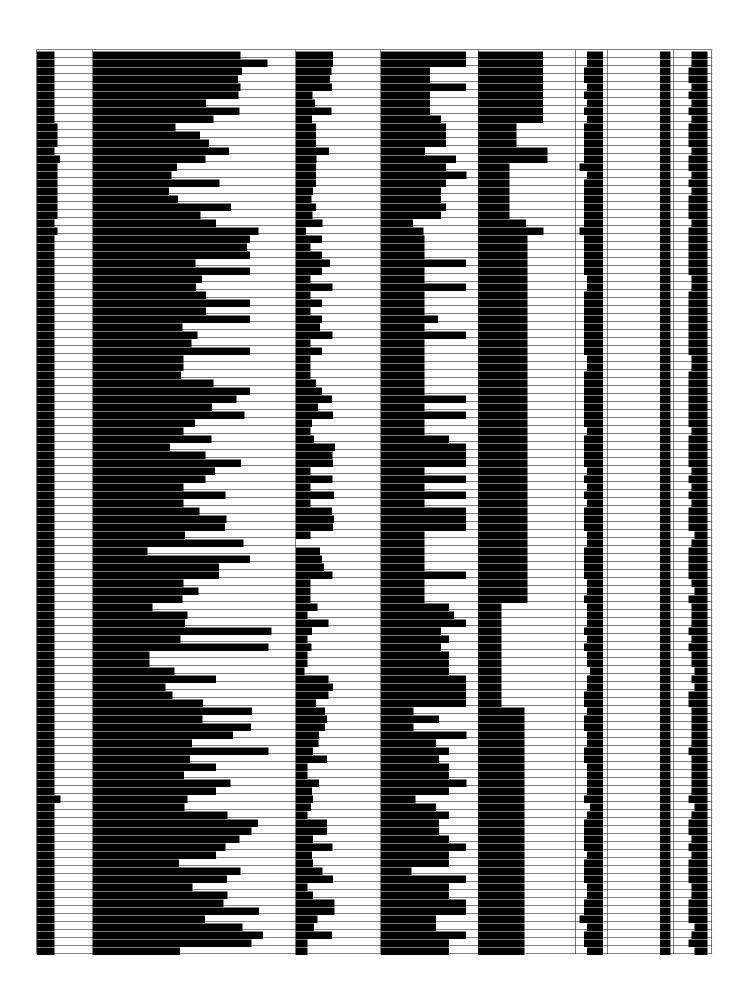
**Termination.** This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

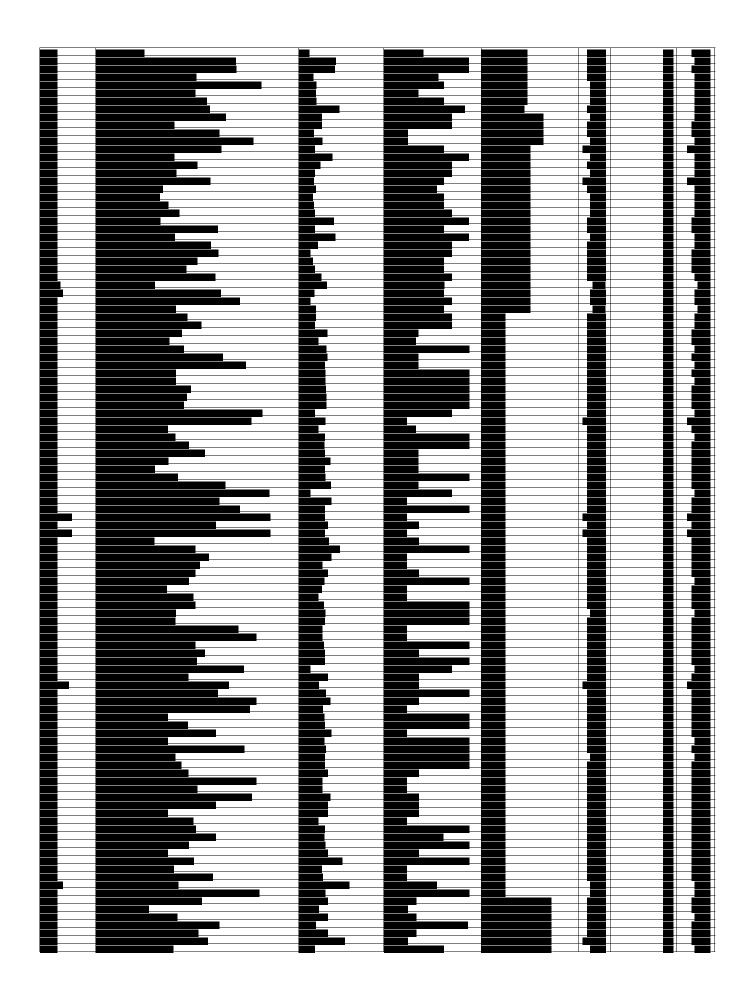
**Waiver.** Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

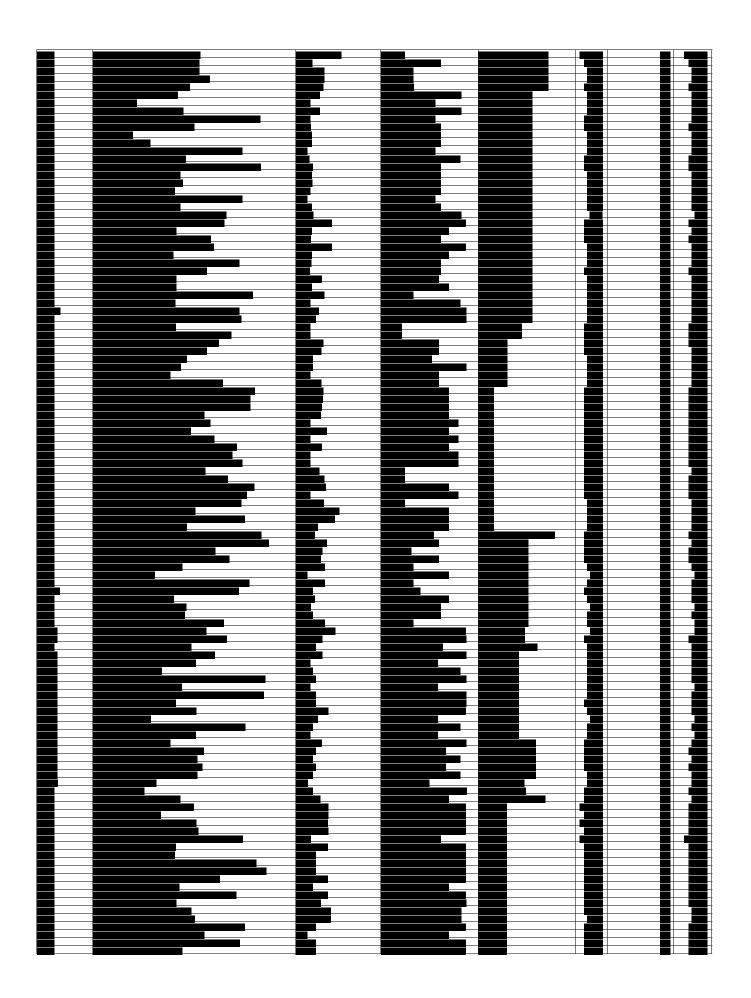
BradyPLUS and its affiliates comply with the above

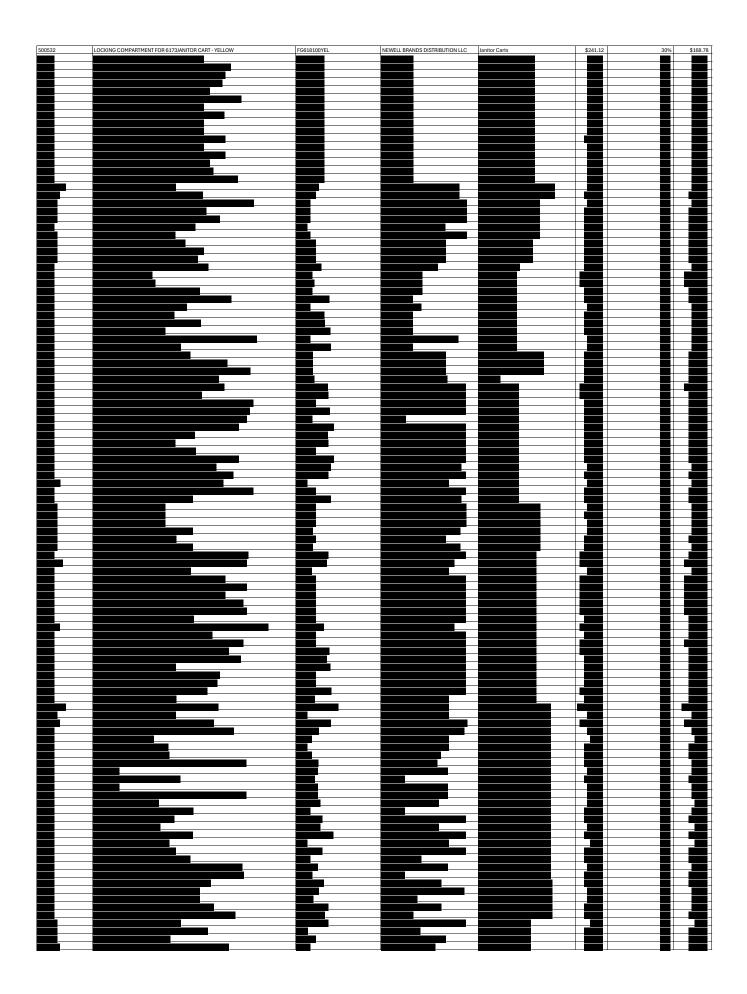
DISCOUNT SCHEDULE - RFP 24-S824					
Company Name:	WAXIE's Enterprises LLC, and its affiliates, BradyPLUS companies				
Manufacturer / Category	Minimum % Discount				
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Services					

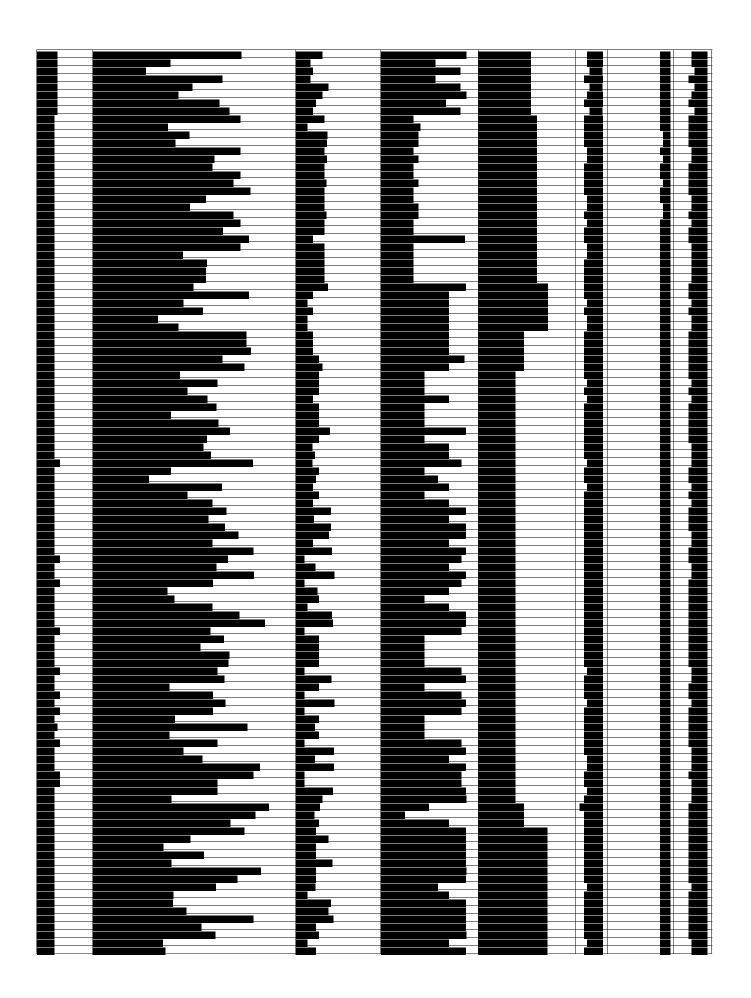


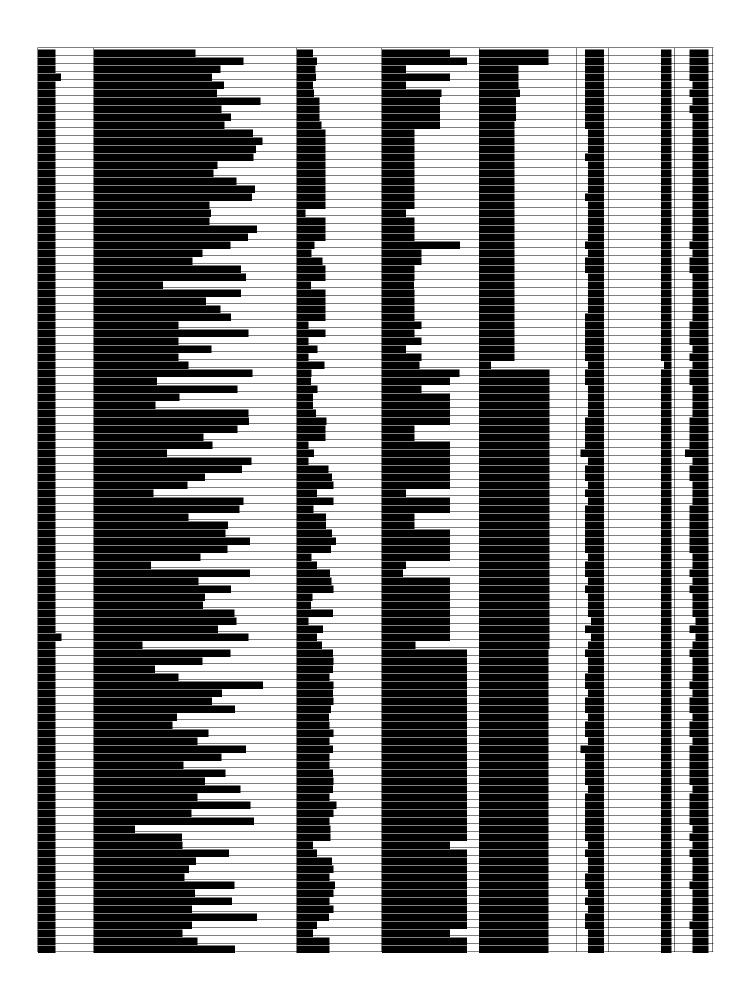


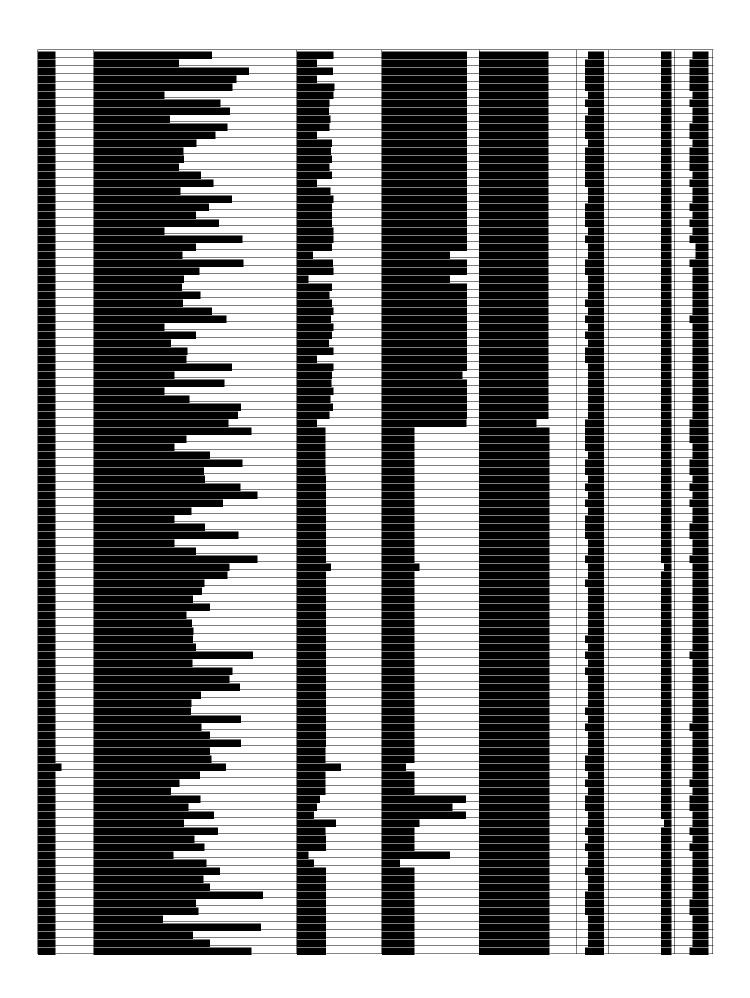


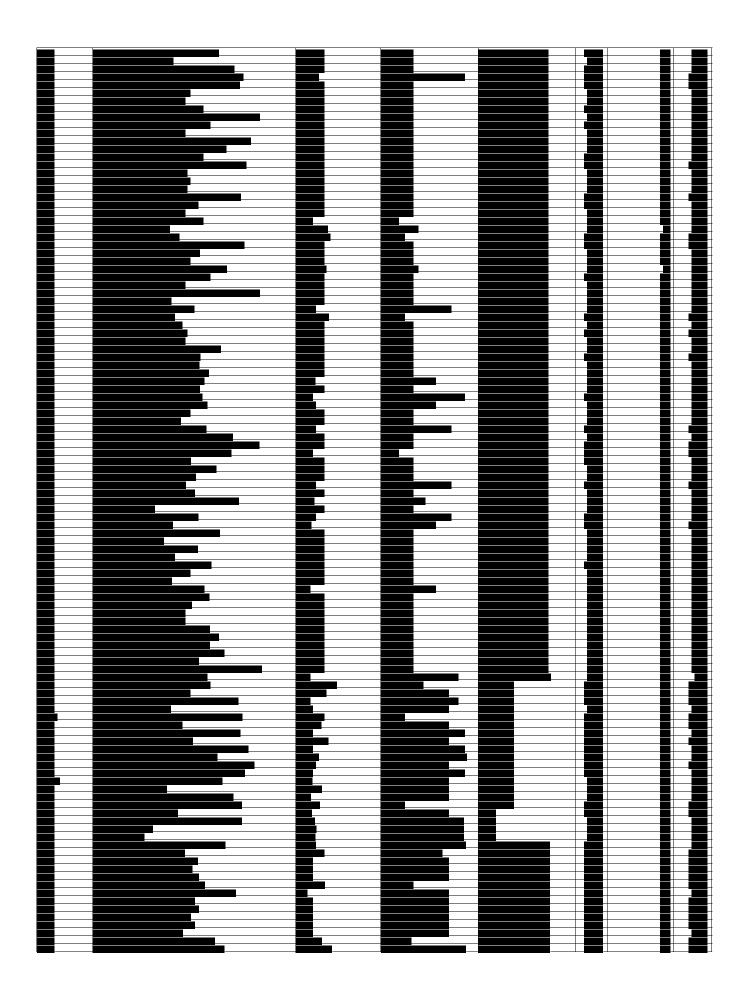


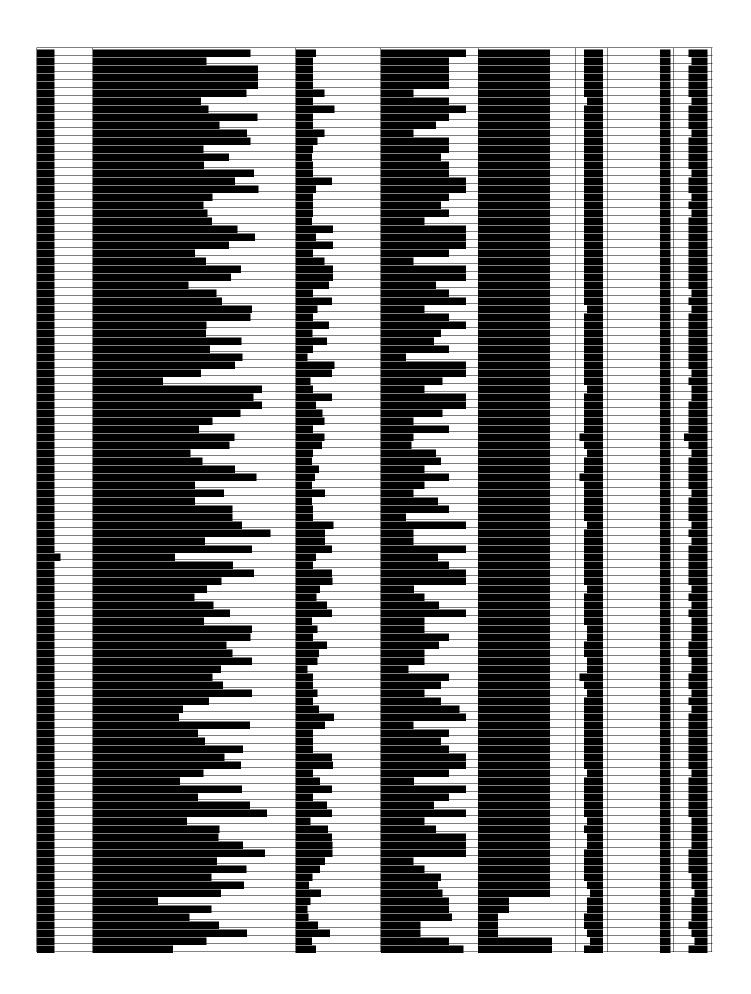


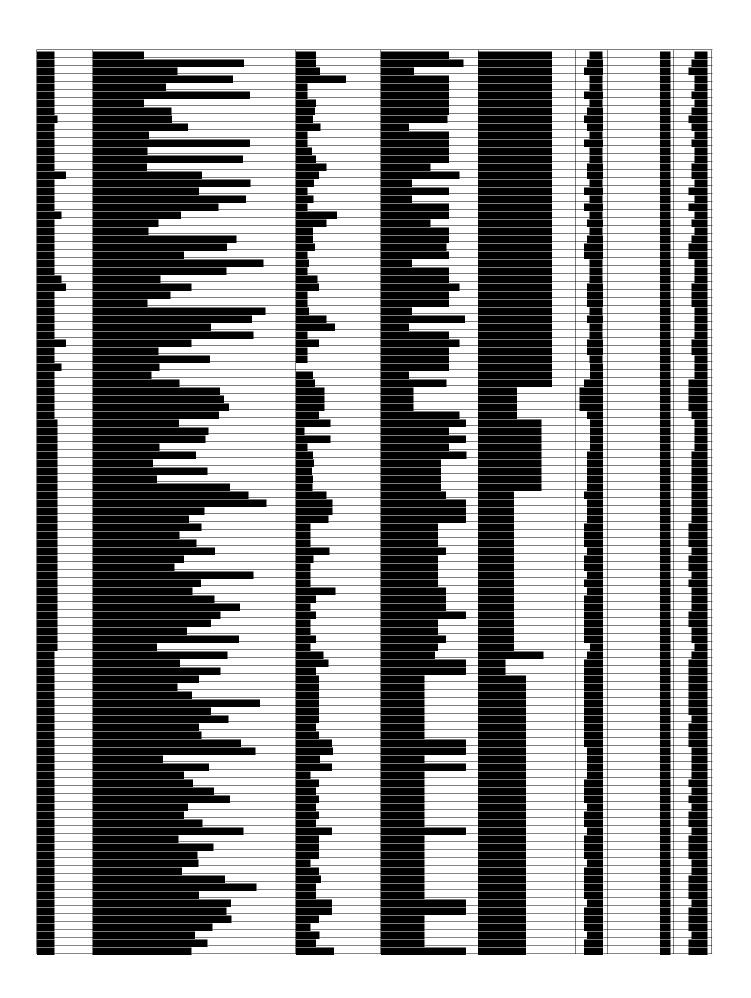


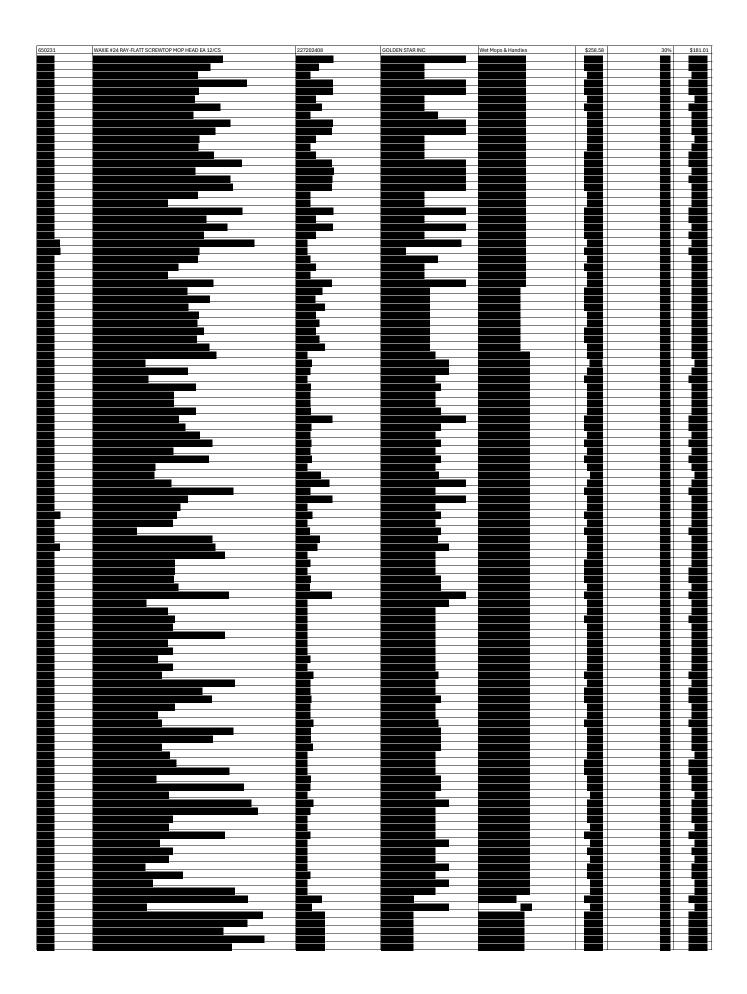


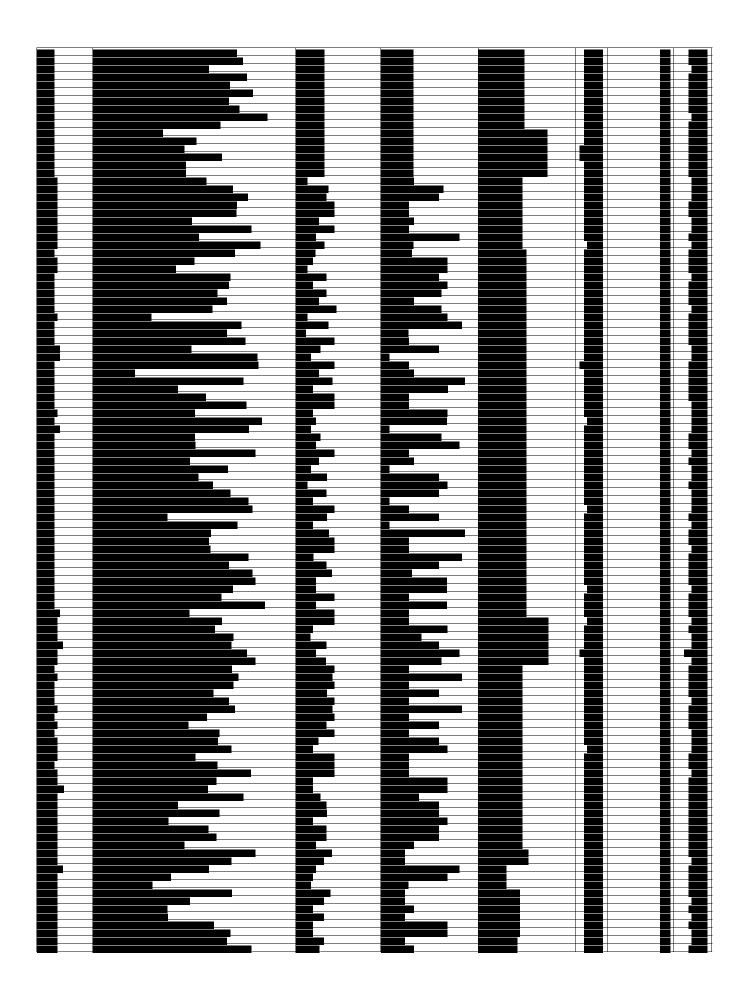


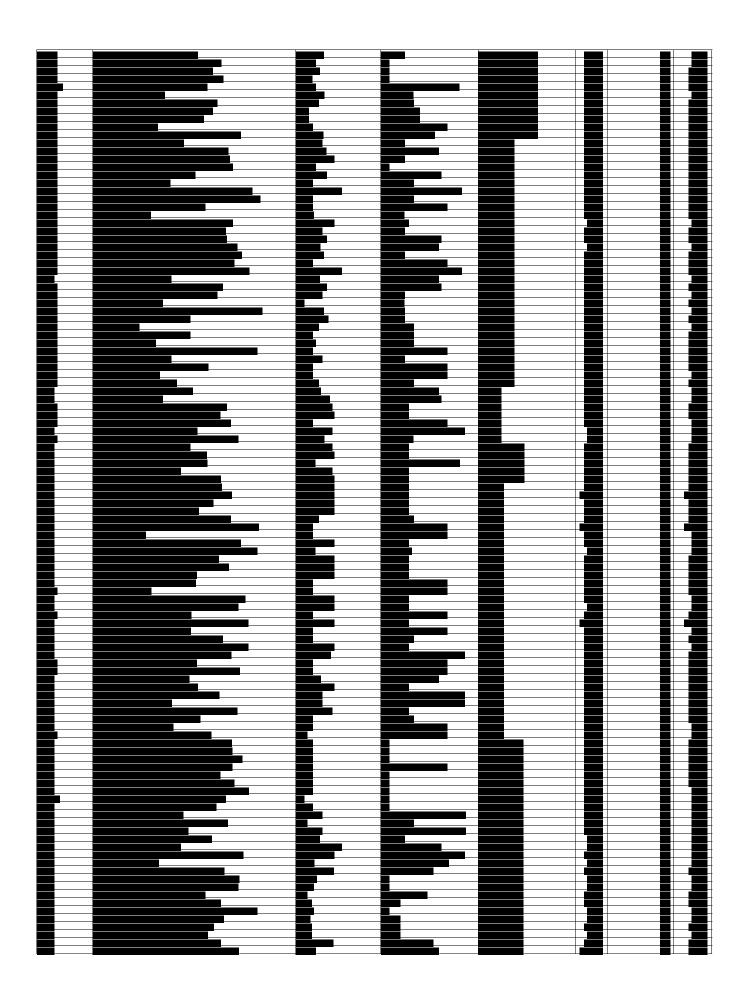


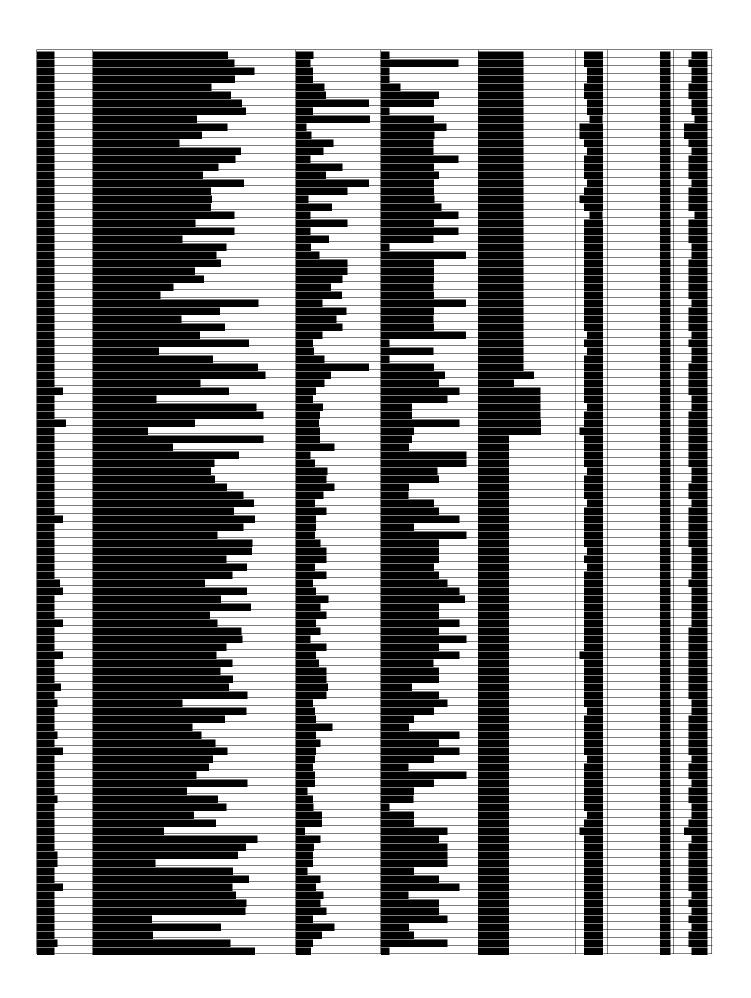


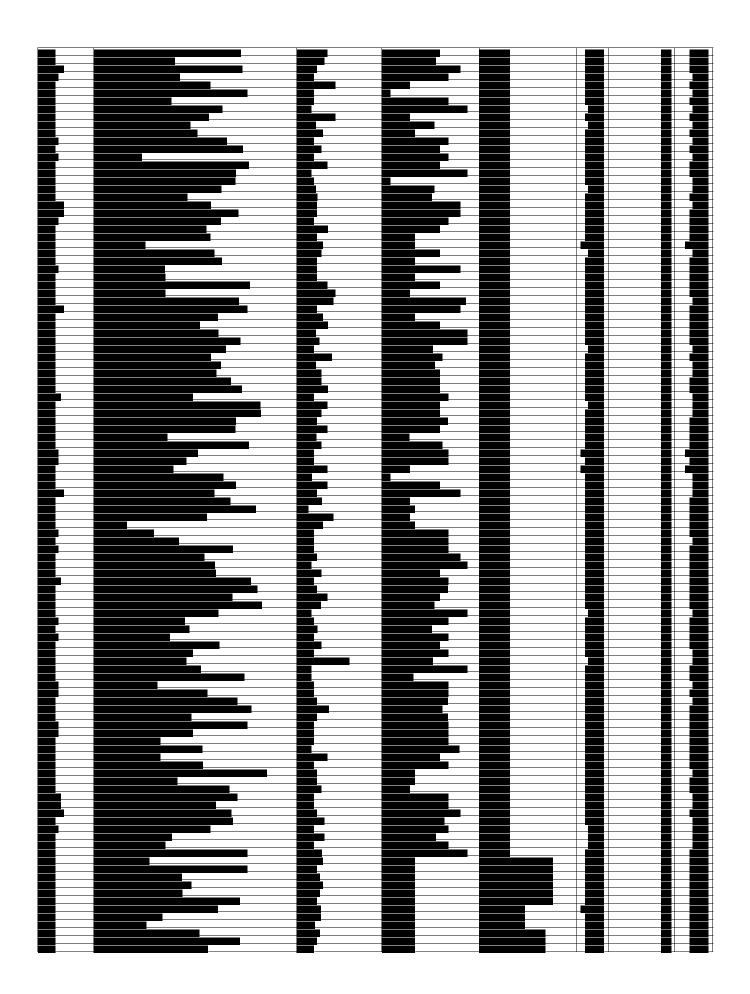


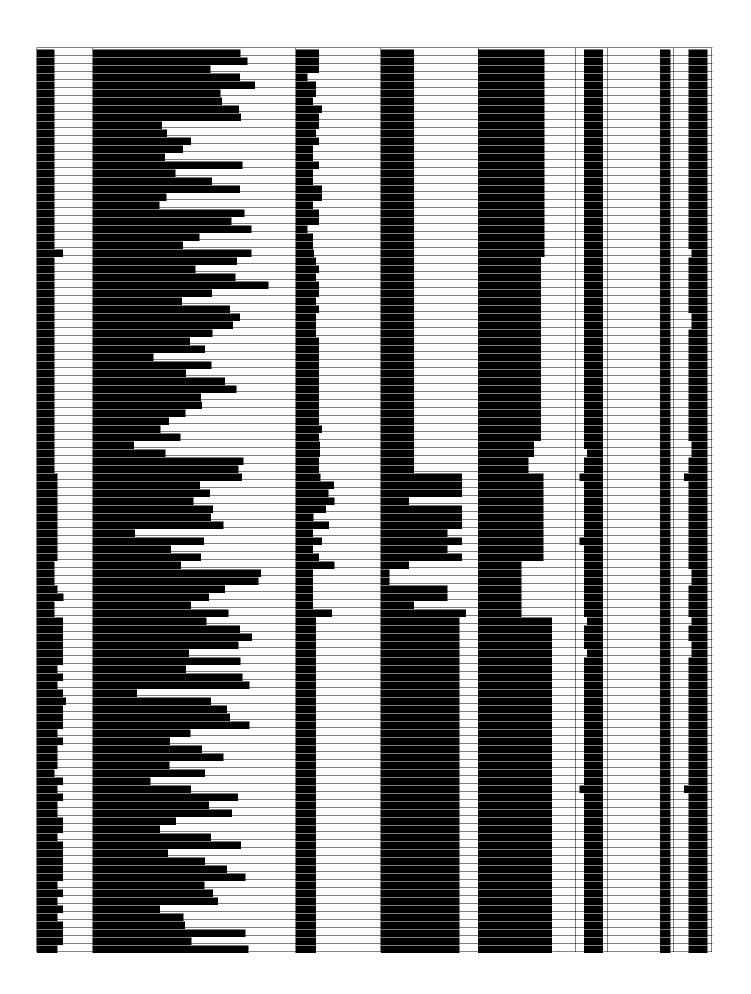


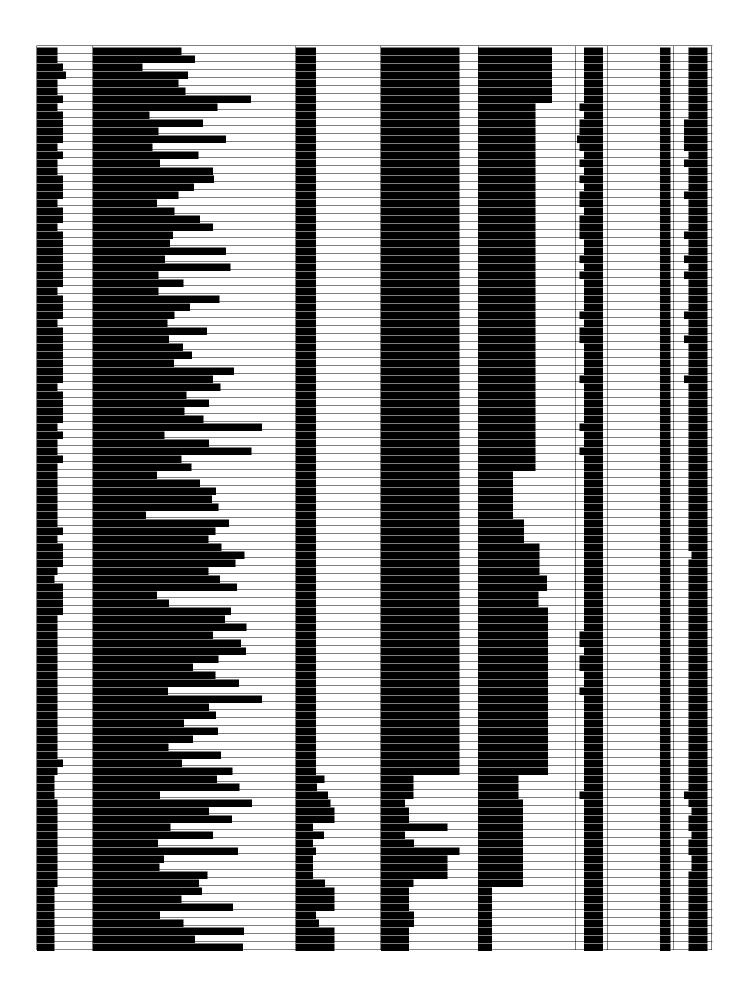


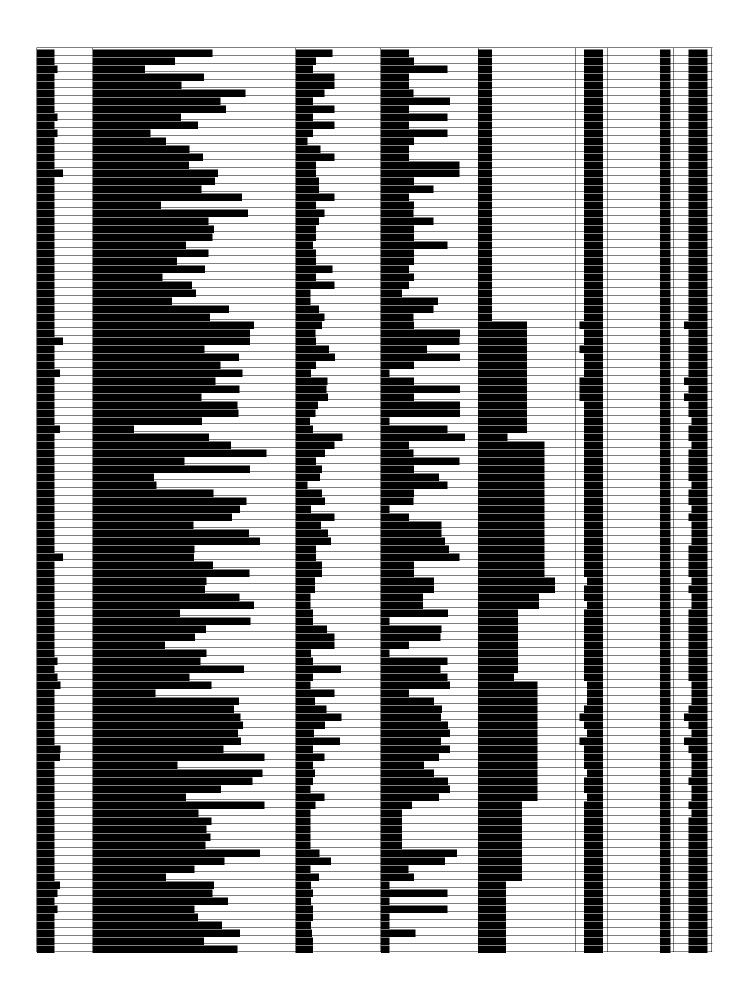


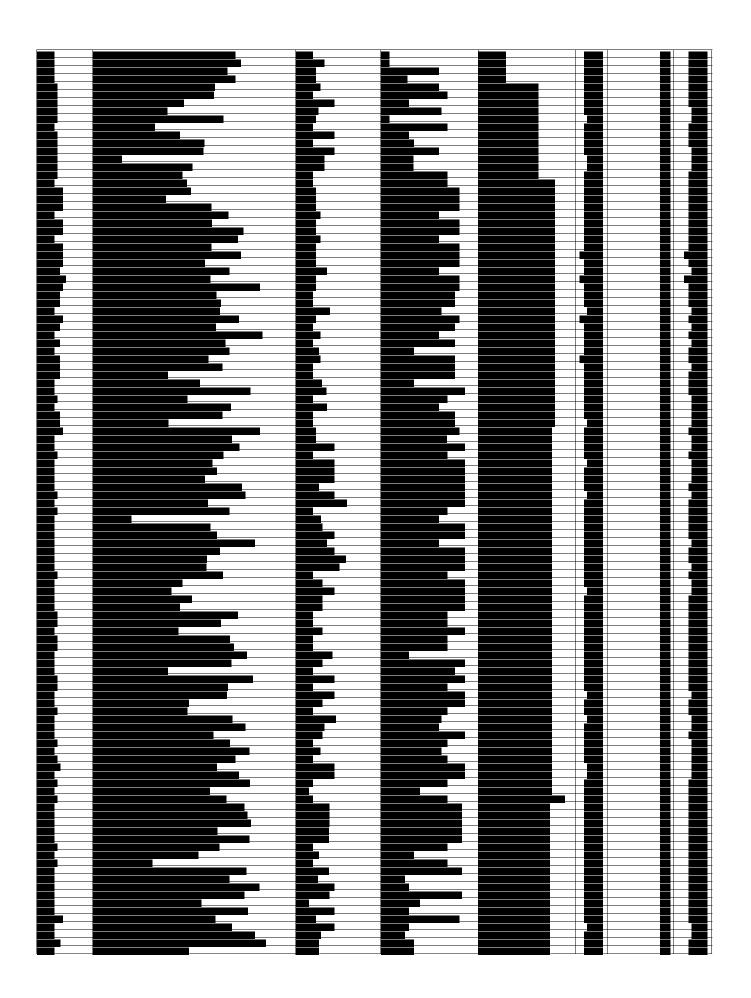


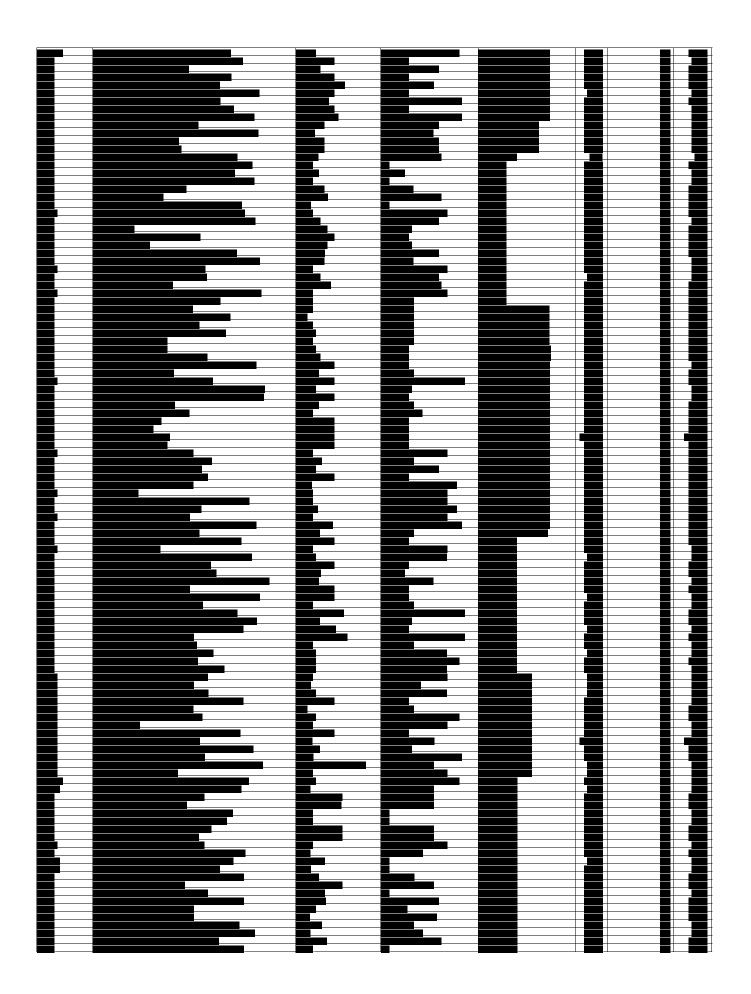


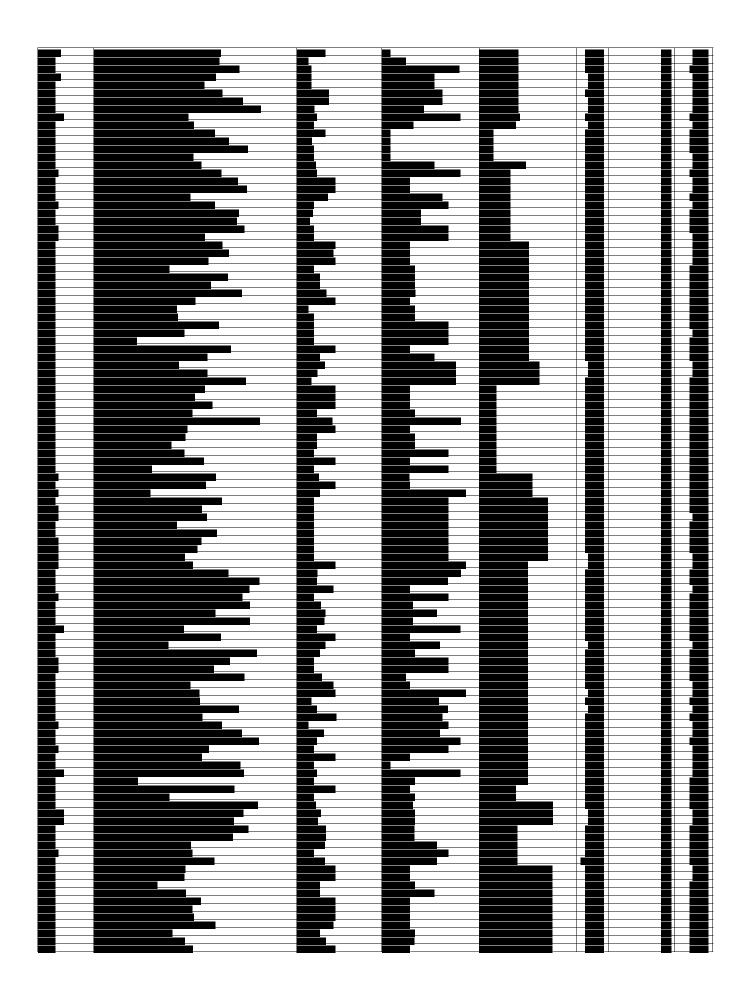


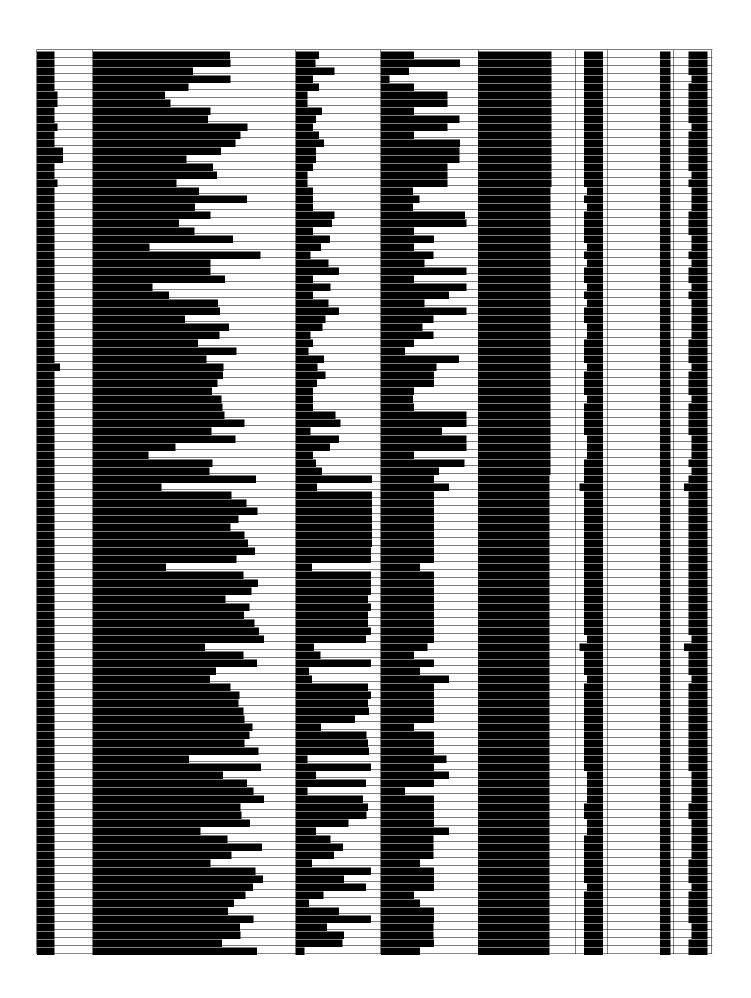


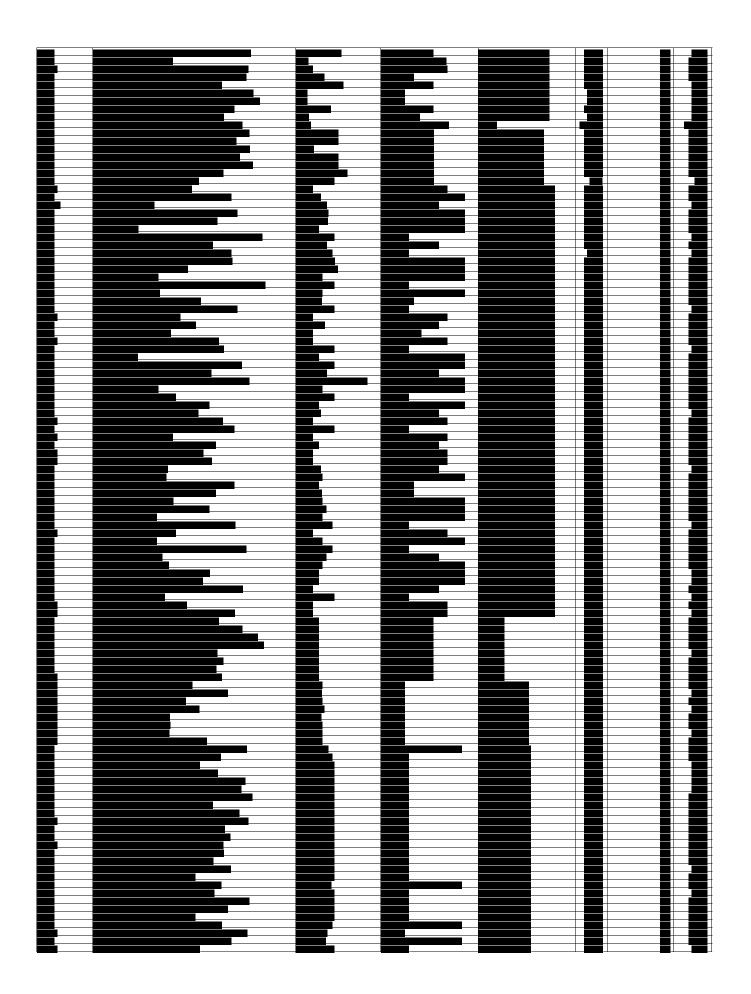


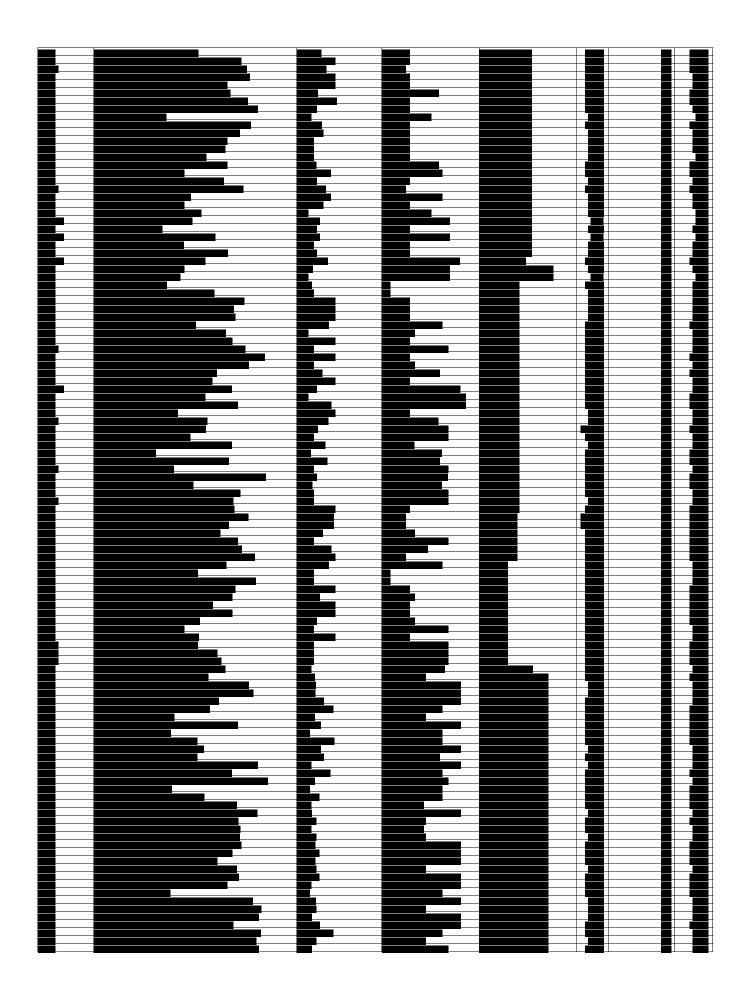


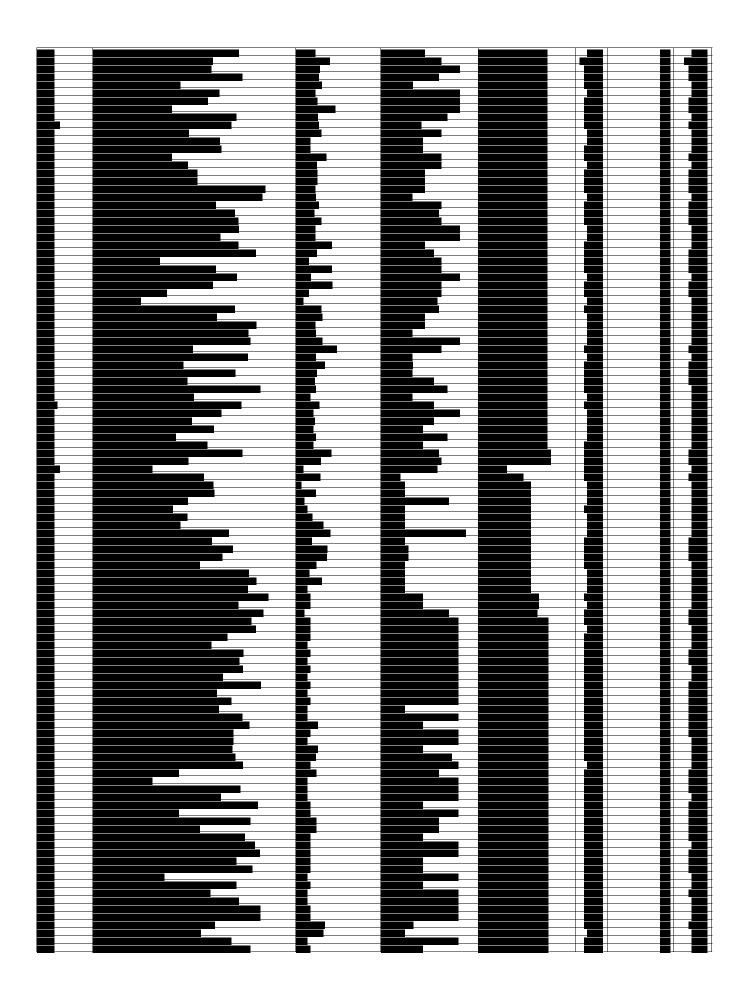


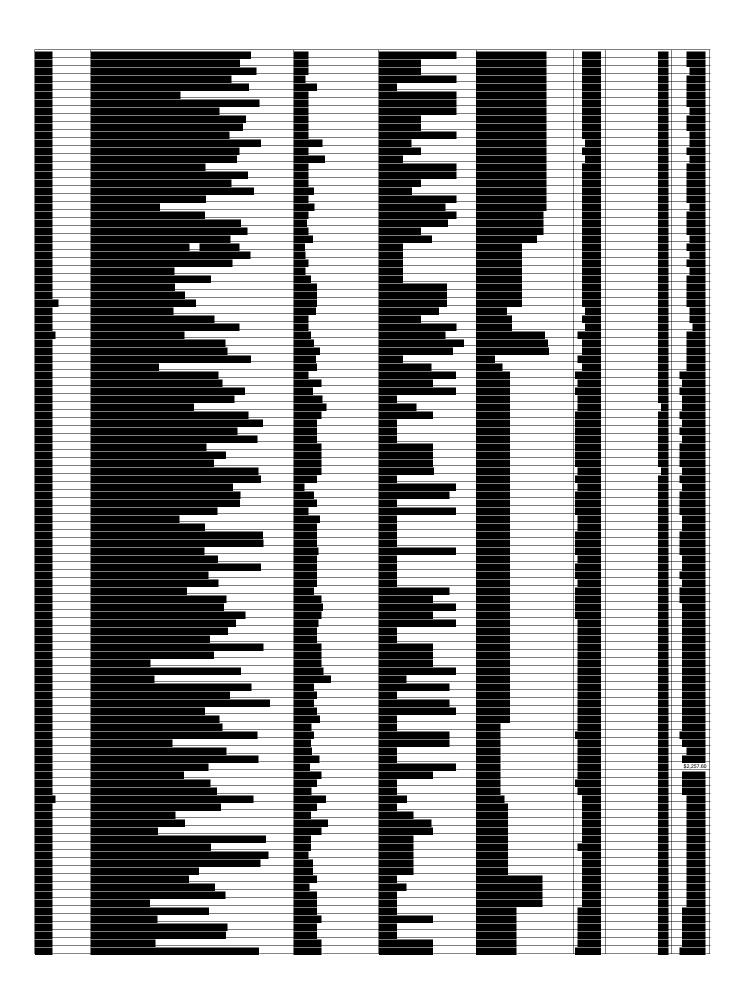


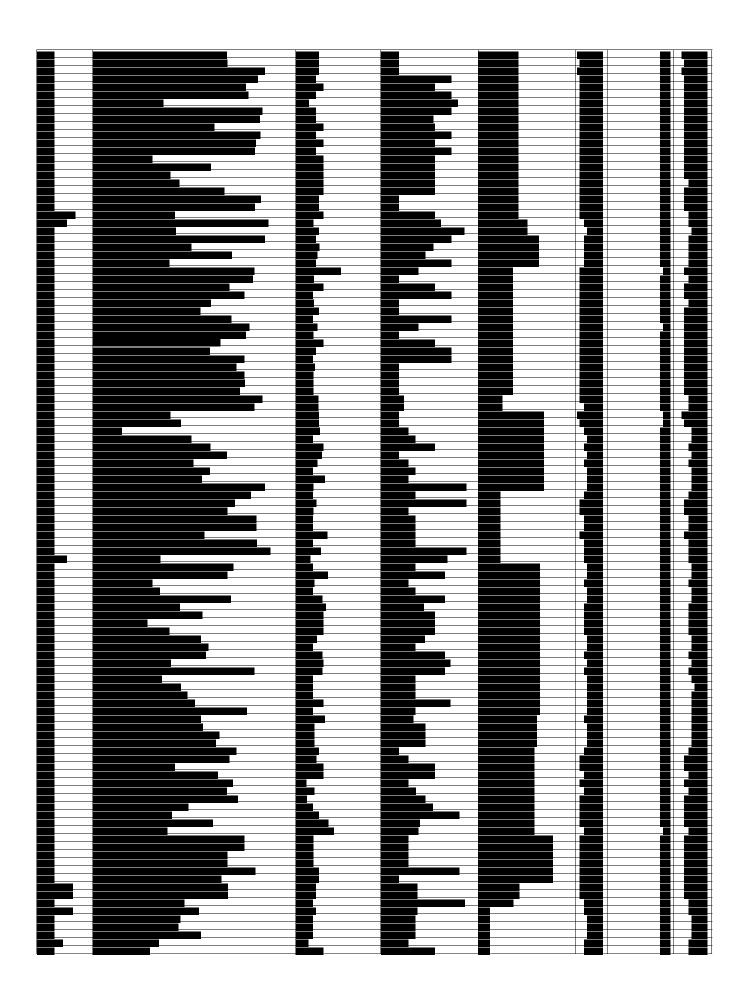


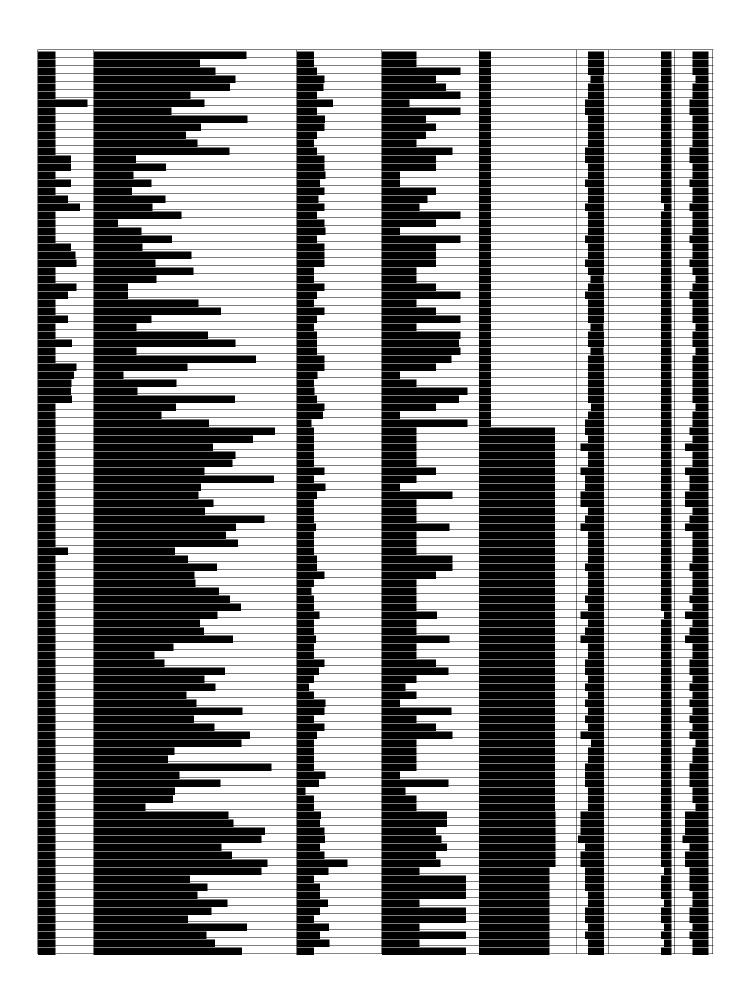


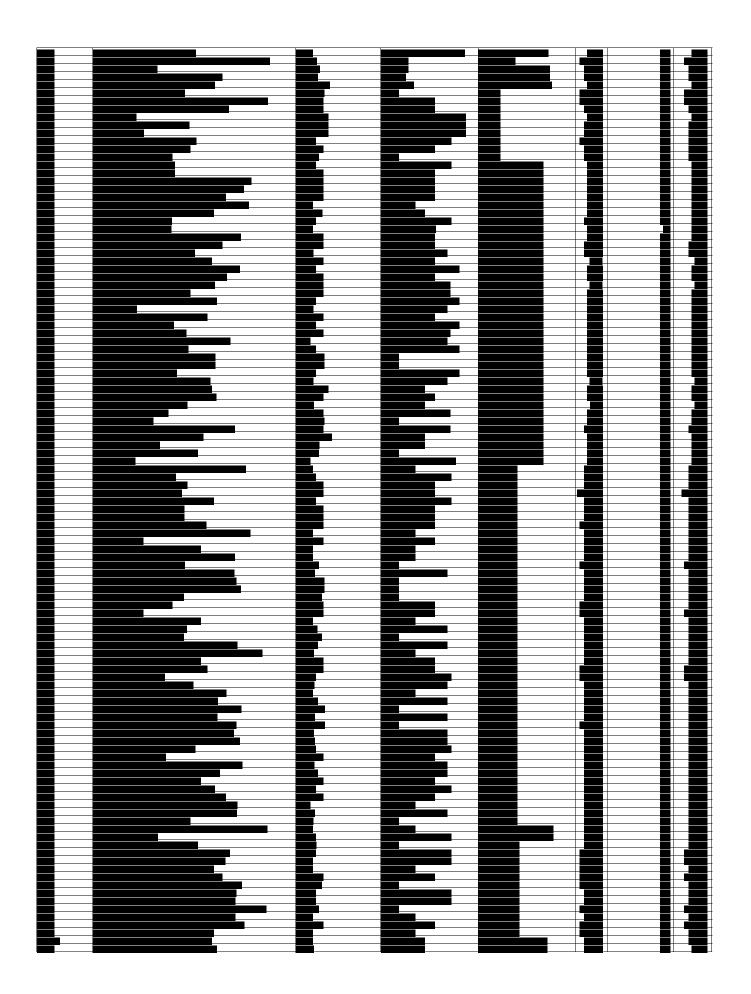


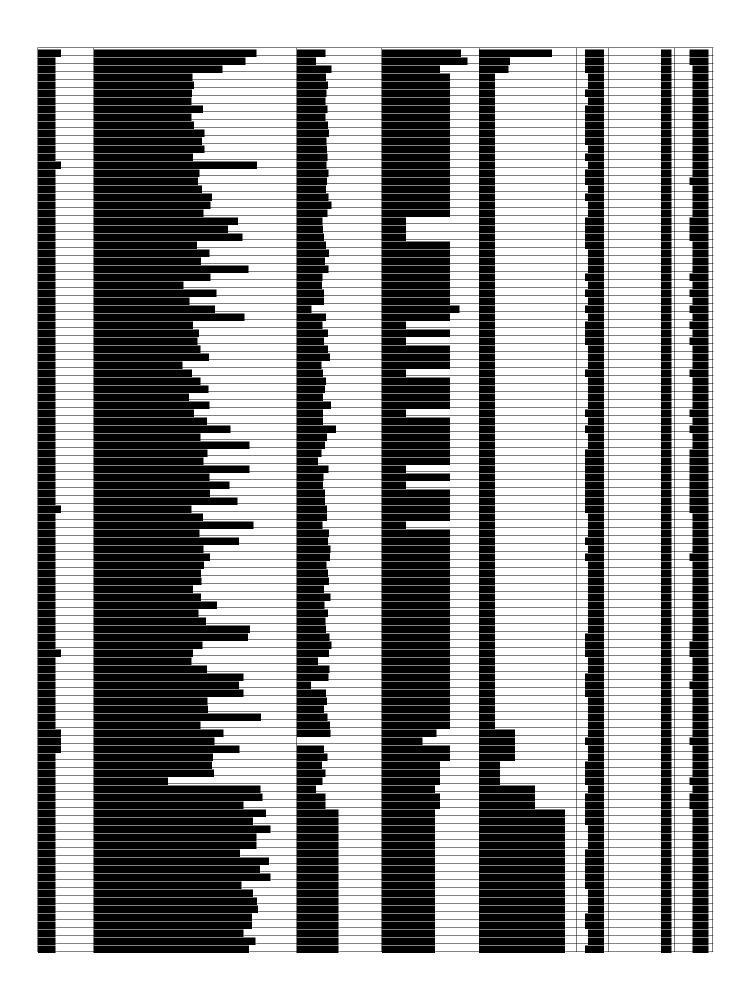


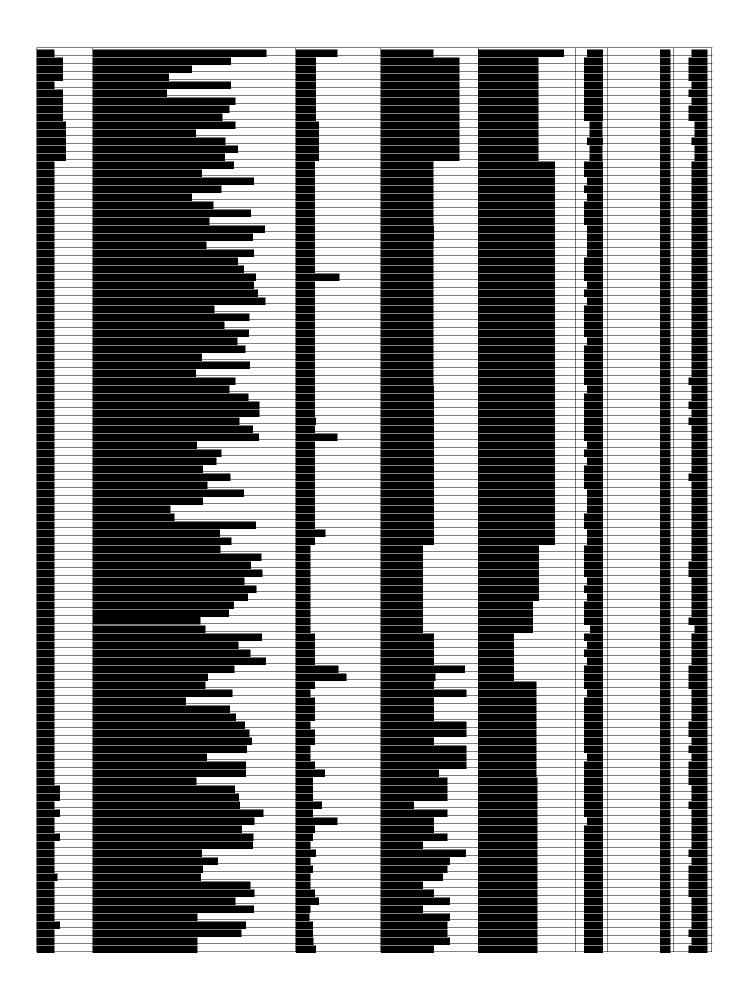


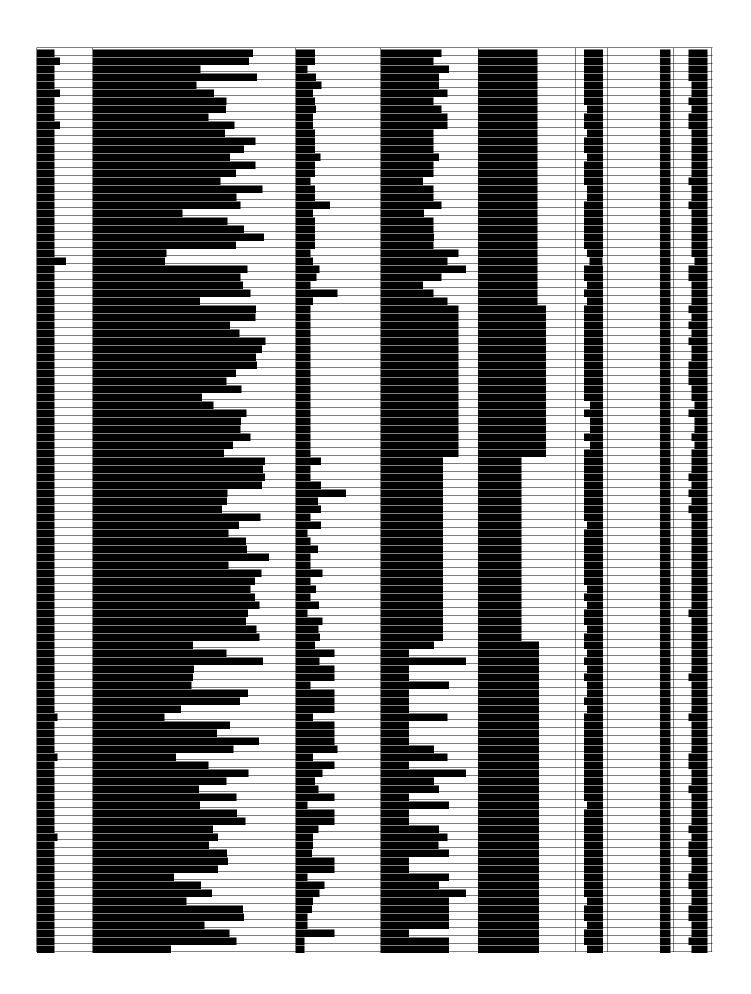


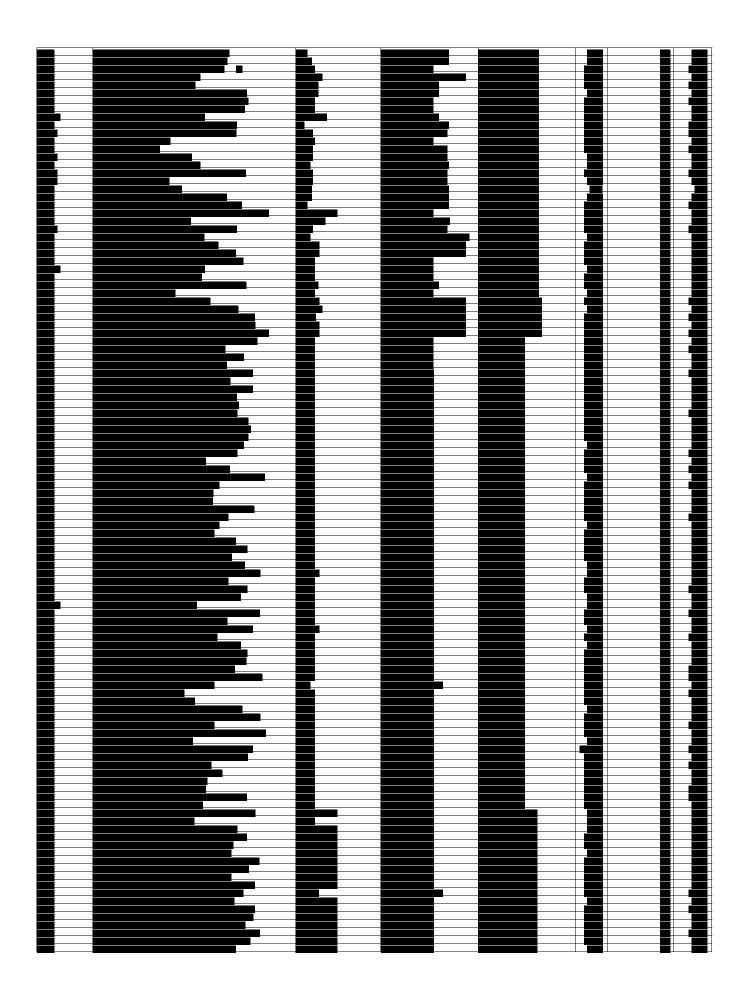


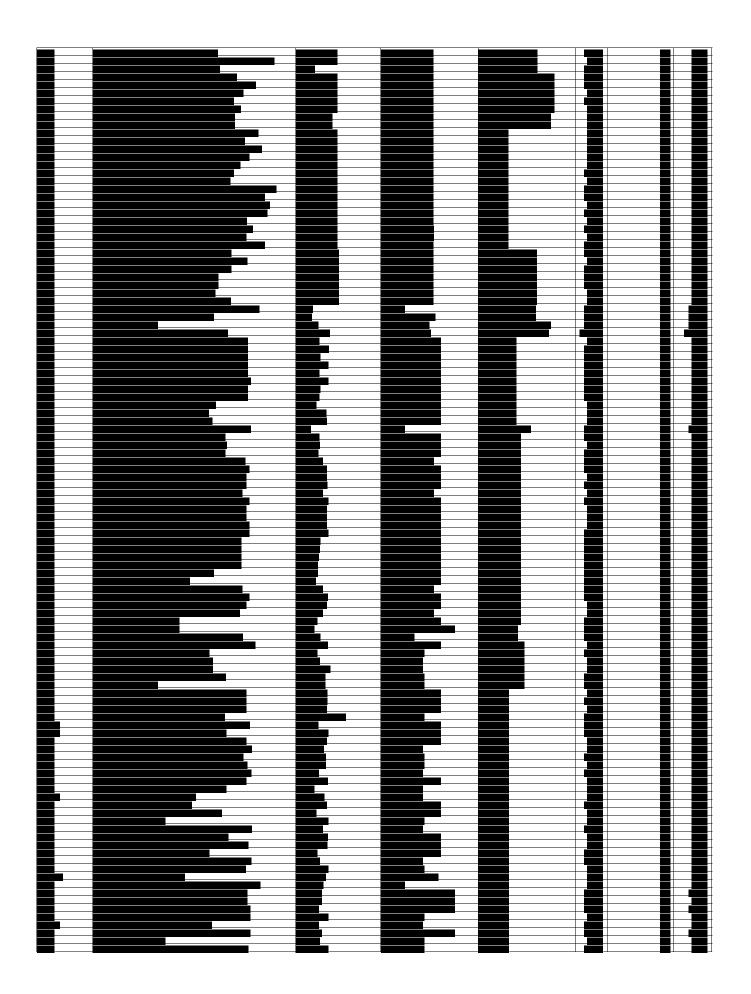


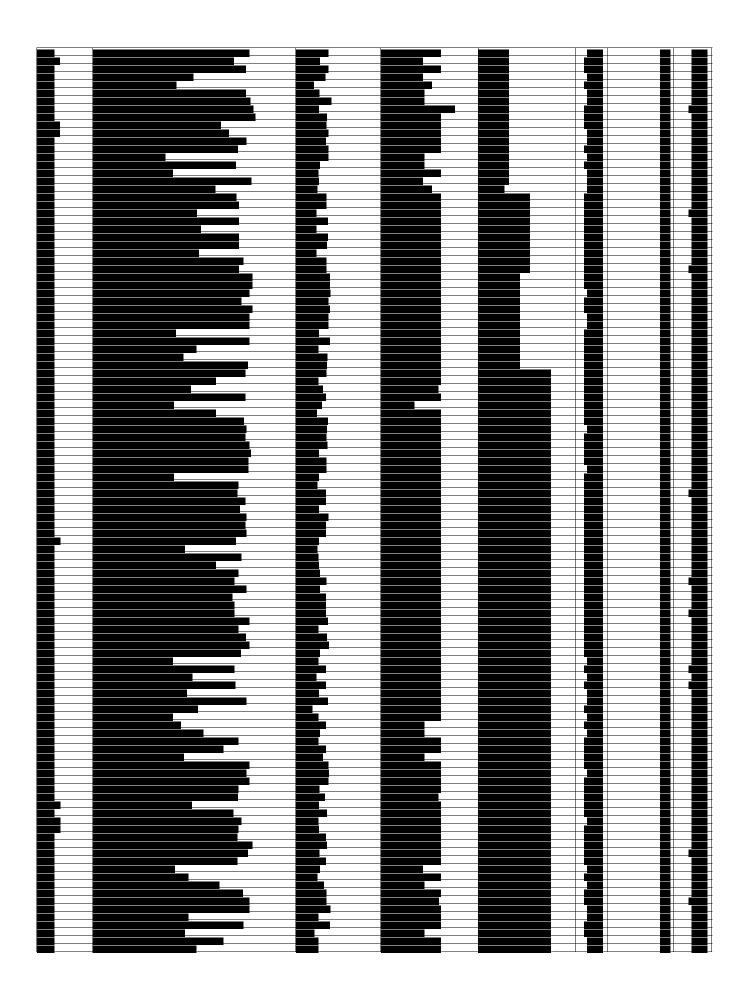


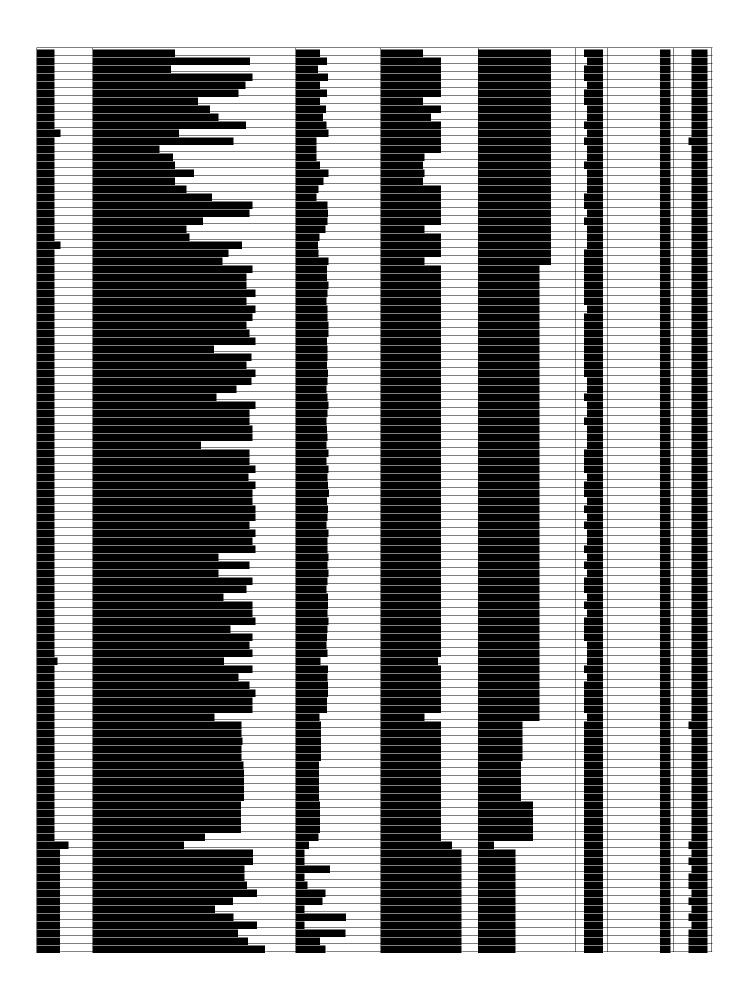


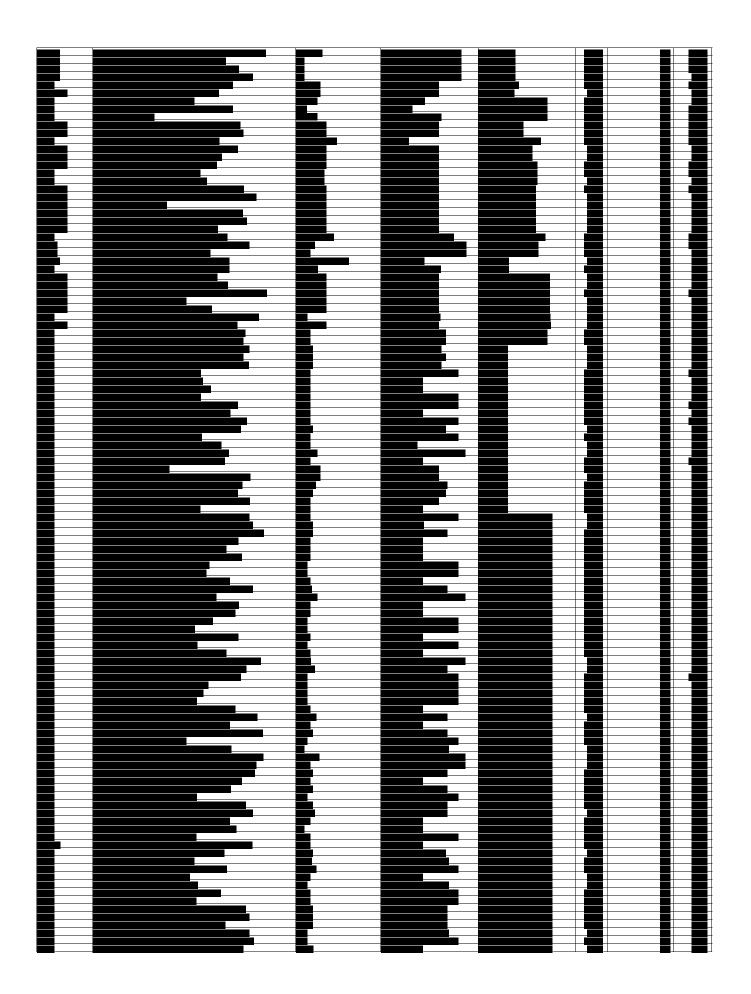


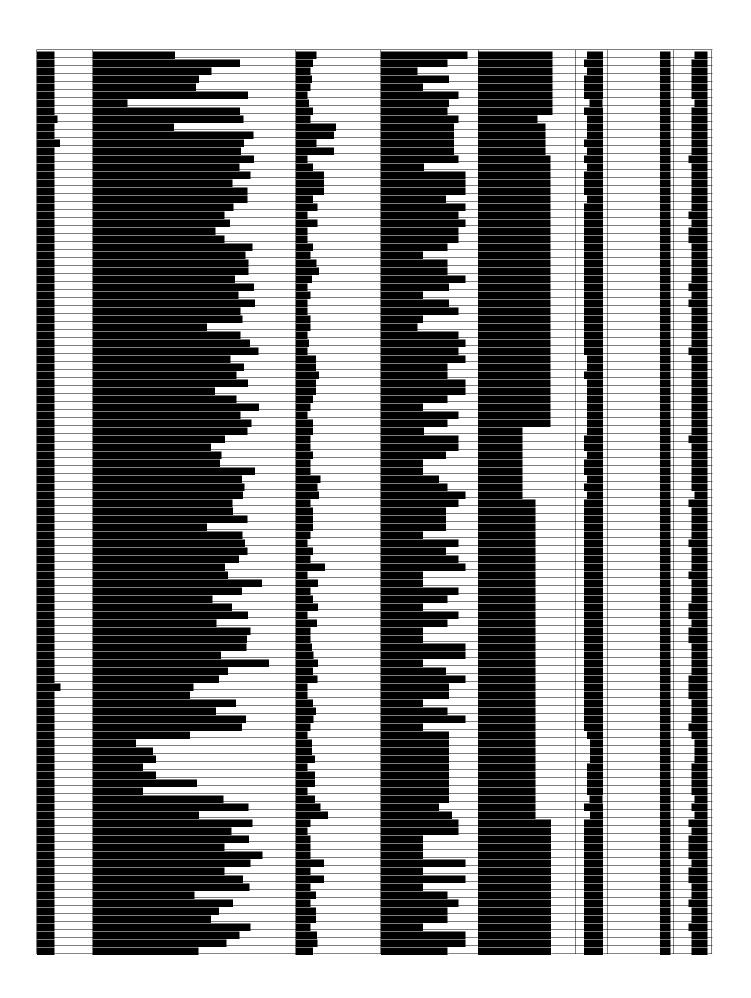


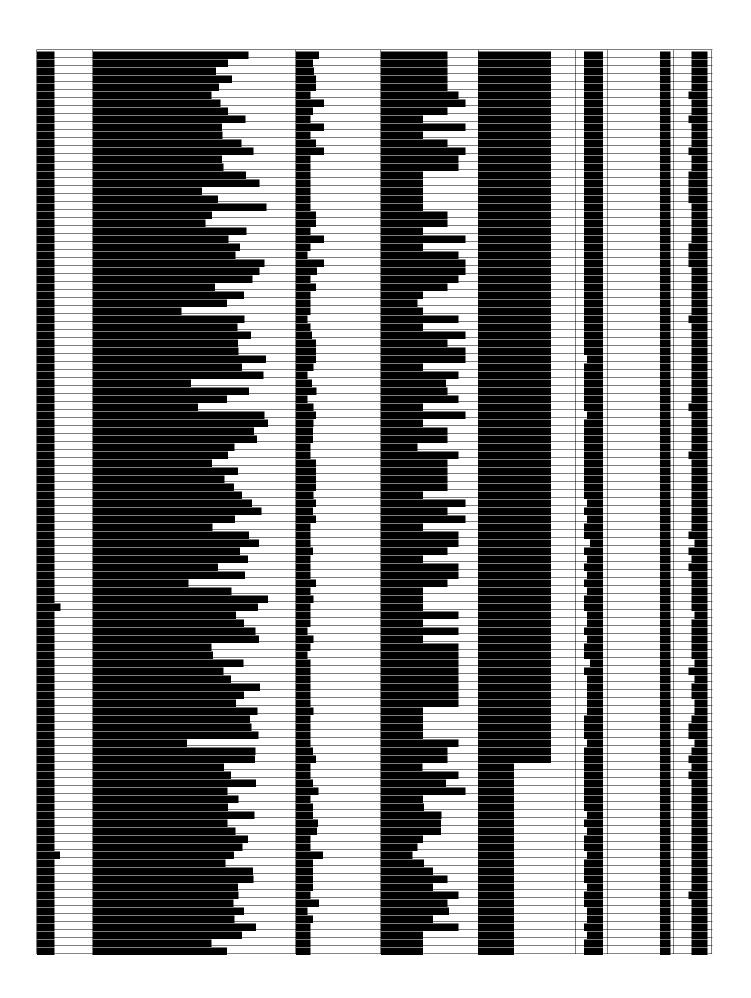


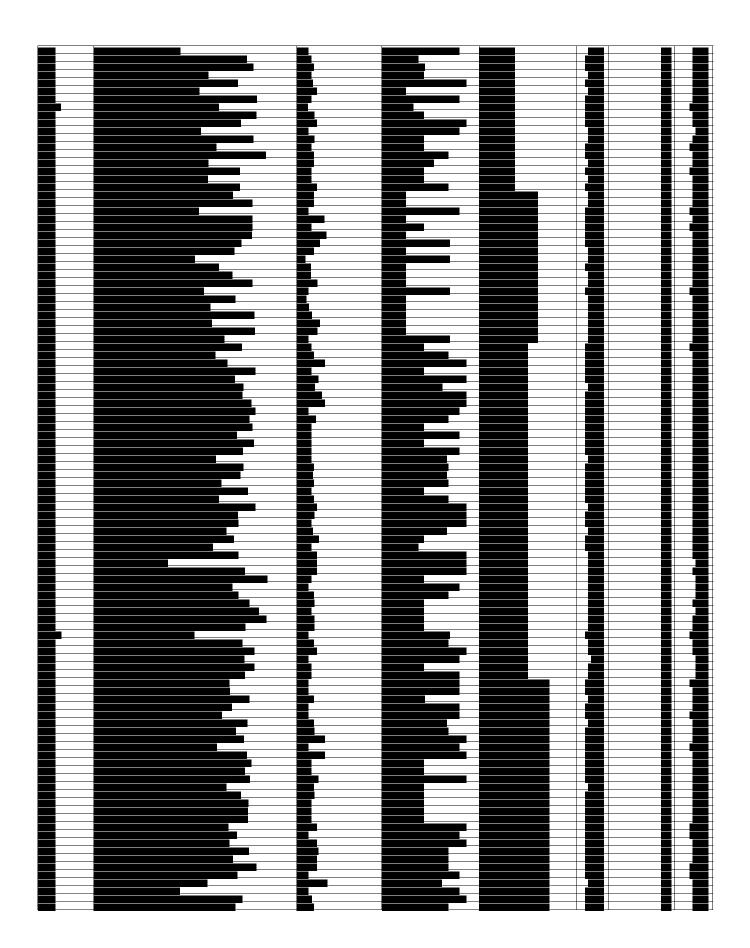




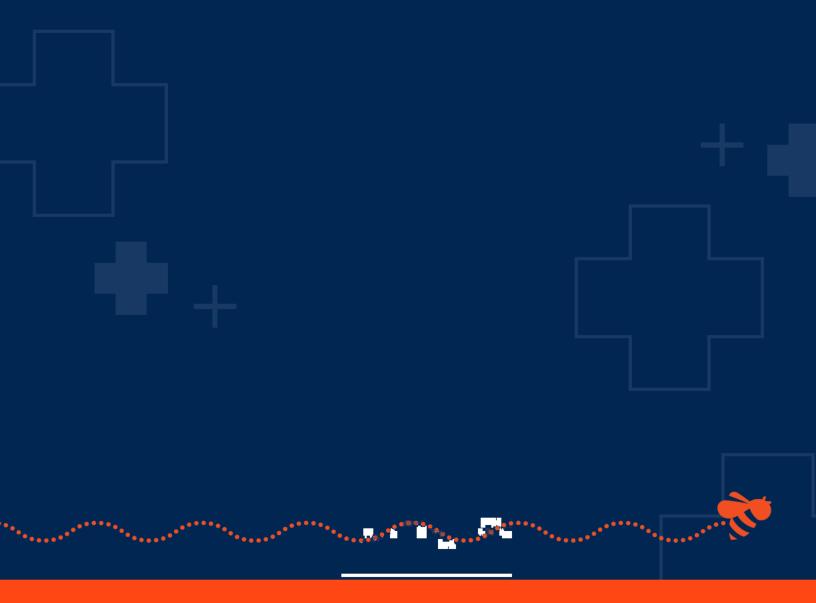








## 3rady-PLUS



## **Response to RFP**

Section 2: Availability of Products and Pricing



#### V. EVALUATION

Region 14 ESC will evaluate proposals in accordance with the criteria outlined in the solicitation subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. Award(s) will be made to the prospective supplier(s) whose response is determined to be the most advantageous.

Supplier's proposal should include the following for Region 14 ESC's evaluation

# **Availability of Products and Pricing (40 points)**

Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price
lists provided will be used to establish both the extent of a supplier's product lines,
services, warranties, etc. available from the supplier and the pricing per item. Pricing
should be based on a discount from a manufacturer's price list or catalog, or fixed price,
or combination of both. Multiple percentage discounts are acceptable if, where different
discounts apply, the different percentages are specified. Electronic Catalog and/or price

lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.

# Please refer to the attached electronic catalog and price list.

• The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

BradyPLUS and its affiliates understand and will comply with a price hold for the first 12 months, given there are no extreme circumstances beyond and above our control. Any such circumstance will be discussed and approved by the lead agent and will be accompanied by documentation from our manufacturers.

 Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but, cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

# BradyPLUS affiliates understand and will comply.

• Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost or pricing based on time and materials for categories or products that would typically use those pricing structures. If time and materials is necessary, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.

#### BradyPLUS affiliates understand and will comply.

• Describe if distributors/dealers/resellers/partners will be used to fulfill the contract. Submit a list of those entities authorized to sell under their contract. How often does the supplier



propose to update distributors/dealers/resellers/partners? Purchase orders and payment can only be made to awarded supplier or approved distributors/dealers/resellers/partners and pricing must be less than or equal to the pricing offered by the awarded contract holder.

Waxie's Enterprises, LLC (WAXIE) is a wholly owned subsidiary in the BradyPLUS family of companies, and as the incumbent for our current Region 14 OMNIA contract and bidding entity, will be servicing this contract.

In addition to Waxie's Enterprises, LLC, all BradyPLUS affiliates will have the ability to utilize this contract to aid OMNIA members nationally in products and services offered. The list below contains our current affiliates but could expand through acquisition and will be noted on our website. Any acquisitions would also be eligible to service OMNIA customers through this contract.

Accurate Chemical Acquisitions, LLC	MASSCO
American Paper & Supply Company	Millennium Packaging & Distribution
Associated Paper	Mission Janitorial
ATRA	Mooney General Paper
Brady Industries	North American
Camden Bag & Paper Company	Nevco
Campbell Paper	NEXTGEN
Central Sanitary Supply	North Bay Industries
Cole Supply Co	Northwoods
Cole Supply Co.	Penn Paper
Datek, Inc	PFS Sales
DAYCON	Penn Jersey Paper
Delta Packaging	Qualmax
Detroit Chemical	Royal Paper
Elkins Wholesale Inc	Southeastern Paper Group
F&W Distribution LLC	Sierra Supply & Packaging
FPC Distribution	Sigma Supply
Gorm Inc.	South Jersey Paper Products
Rancho Janitorial Supplies	Southern Janitor Supply
GPMI	Sunbelt
H.C. Walterhoefer & Sons	Swish White River
Hill & Markes, Inc	Topmost Chemical & Paper
HT Berry	Valley Janitorial Supply
Hughes Enterprises	Vasoking
IFS - Individual FoodService	Walter Industrial & Supply
Janitor's Closet	Waxie Sanitary Supply
Janitor's Warehouse	Weiss Bros.
Johnston Supply	YPV Distribution, Inc
Knight Marketing	
KSS Enterprises	



affiliates are responsible for fulfilling and billing all POs associated with this submittal. This relationship enhances our affiliates' ability to meet and exceed the requirements for services described in the solicitation because of a broader geographical reach and greater purchasing resources to procure and offer the highest quality products at the lowest price to OMNIA members significantly enhancing our value proposition.

• Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

In most instances freight is included in the price of the item and will be freight free when delivered on one of our trucks and within our delivery area. If an agency outside of our footprint wants to order from this contract, they can but it will incur freight charges. Any such locations would be disclosed and mutually agreed upon prior to any order shipments.

<u>Drop Ship</u> – Though most of our products are delivered on our own fleet, some products will be

delivered by a common carrier to a dock or use of a lift gate. Drop ship orders will most likely have an additional freight fee and will be negotiated between the customer and our local BradyPLUS affiliate. This will also include some special-order items and larger equipment. Drop ship orders will have longer lead times, and will be communicated with the customer at the time the order is placed and may provide updates as necessary should the delivery time change.

<u>Emergency or Rush Deliveries</u> – Emergency or rush deliveries requested by the customer that require special shipping and handling charges may be at the customer's expense, but only with prior approval. Emergency or rush shipping charges shall be added to an invoice as a separate line item. BradyPLUS strives to accommodate our customers' emergencies and does everything in our power to deliver a rush order the next business day after it is received. Although not the norm, expedited delivery can sometimes be accommodated via no-charge, same day deliveries. BradyPLUS does not anticipate the need for any emergency deliveries as a result of our error. However, should such a situation arise, BradyPLUS will cover the associated shipping and handling charges.

Under no circumstances shall our affiliates increase their profit margin through shipping charges. Special Order items will be charged the actual freight incurred, if any. Orders for delivery outside our affiliates' normal delivery area are charged for the actual additional freight from the most costeffective location.

BradyPLUS and its affiliates are able to provide services for the Continental United States. WAXIE has facilities in Alaska. Customers in Alaska pay an additional fee of \$0.40 per pound over the OMNIA price, for delivery on a WAXIE truck in Anchorage and Fairbanks.

Describe any return and restocking fees.

# Returns and Restocking

Returns on products are only available for new, unused items. The item being returned must be unopened, unused, and not damaged. Product cannot be discontinued or suspended in our system. Custom or special-order items cannot be returned unless preapproval is received from the affiliate. Restocking fees may apply but are between the affiliate and the customer.

BradyPLUS affiliates can't take back chemicals that are expired or about to expire, otherwise credits may be given for the returned product dependent on days of purchase and condition of product.



Parts that are eligible for return older than 30 days from the date of purchase are subject to a restocking fee and the customer may be charged freight.

 Describe any additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.

BradyPLUS affiliates may offer agencies additional discounts and rebates but that will be negotiated between the agency and the BradyPLUS affiliate directly and is not included in this master agreement.

BradyPLUS at the discretion of the affiliate is proposing a minimum order fee of \$40 for orders under \$400.

Describe how customers verify they are receiving the correct contract pricing.

Pricing and compliance of the contract is managed by our National Account team. This team is responsible nationally for compliance on freight terms, min order fees, payments terms, core list and pricing. This team also does audits during the quarterly rebate to ensure correct pricing for all customers moving forward.

Customers that enter the OMNIA program and purchase through our online platform are only provided the OMNIA pricing as a ceiling and can price be offered pricing below the max sell price but with system constraints pricing will not go above the contractual requirements of pricing by item. All pricing is managed by the National Account Team and customers don't have access to use of the program without going through the correct channel for setup.

We will also provide price list and evaluations to all agencies upon request to ensure the contract is as expected with the customer upfront and before orders are placed. If an agency would like to audit their pricing or orders, we can provide history sales with the pricing and quantity ordered at the time of purchase, this allows customers the ability to validate pricing from orders against the master price list for the contract.

• Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.

Our terms are Net 30 days. BradyPLUS affiliates accept P-cards and credit card payments, there may be a fee of 3.5% applied to the account for the use of P cards/credit cards. This will be negotiated between the individual affiliate and the end user.

Propose the frequency of updates to the supplier's pricing structure. Describe any
proposed indices to guide price adjustments. If offering a catalog contract with discounts
by category, while changes in individual pricing may change, the category discounts
should not change over the term of the contract.

BradyPLUS and its affiliates understand and will comply with a price hold for the first 12 months, given there are no extreme circumstances beyond and above our control. Any such circumstance will be discussed and approved by the lead agent and will be accompanied by documentation from our manufacturers.



We will be proposing a discount from list structure and the discount percent offered by category, subcategory or manufacturer will continue to be the same if not better overtime.

• Describe how future product introductions will be priced and align with contracting pricing proposed.

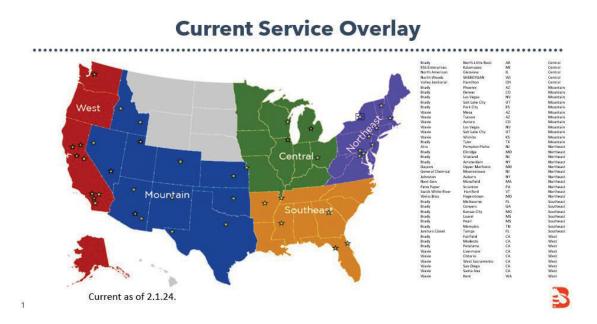
BradyPLUS prides itself in being on the forefront of innovative products and continuously developing our own proprietary branding to offer alternatives to national brands. As a specialized distributor of janitorial and food service disposable products we offer an extensive and robust assortment of products. For these reasons we anticipate that through the life of this contract, the addition of new products and categories will be requested.

All new items will follow the discount from list percent provided in the pricing section of this solicitation. List price will be based on manufacturers' list price (if available), or the list price published by BradyPLUS if a manufacturers' list price does not exist.

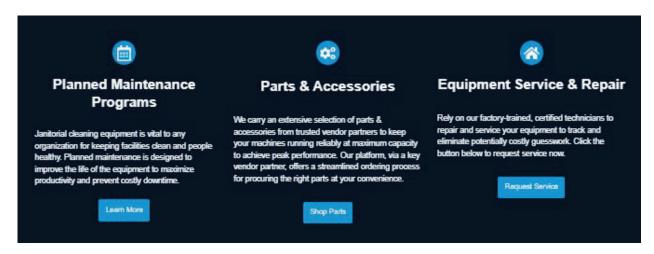
If an item does not fall in any of the current categories or if the introduction of a new category is needed and within the scope of this solicitation, we will reach out to Region 14ESC to discuss the addition of the items/category and will request to add through an addendum.

• Provide any additional information relevant to this section.

BradyPLUS has several affiliates with on-site maintenance programs for equipment repair and services. For areas that we do not have in-house services, we have contracted with a 3rd party to help handle all equipment repair and services. BradyPLUS affiliates will work with each customer to customize their onsite programmed maintenance service to help provide the highest equipment availability time at the lowest cost. All equipment repairs and services as well as the parts needed in order to service the equipment will be offered at a 10% discount from list.

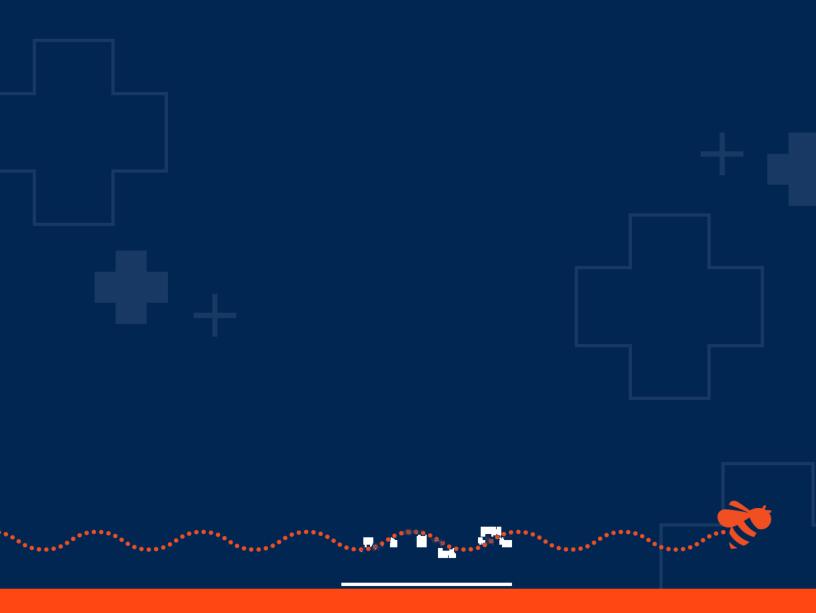






**Exhibit A: Repair Services Brochure** – Attached exhibit showcases Waxie's equipment repair services and preventive maintenance guide. This is a great example of the additional services most of our affiliates offer. Not only do we provide a large assortment of equipment brands and options, but we offer all the necessary services and parts necessary for repairs. This ensures that the product you purchased is maintained and working as expected.

# 3rady-PLUS



# **Response to RFP**

Section 4: References and Experience



# References and Experience (20 points)

 Provide a brief history of the supplier, including year it was established and corporate office location.

BradyPLUS, established in 2023, is the nation's premier specialty distribution company supplying customers with a diverse selection of essential products including facility care, food service disposables, packaging solutions. BradyPLUS has a robust infrastructure with over 180 locations across the U.S., 6000 associates and 9+ million sq ft of warehouse space to service our customers. BradyPLUS and its growing family of Affiliates are strategically positioned to help businesses thrive through a multi-faceted approach to make facilities cleaner and people safer, every day. With 61 Affiliates and continuously growing we have combined annual sales of over \$5B.

Though BradyPLUS is a newly established company, the 61 affiliates that make up the company have a long business history ranging from 20 to over 130 years of service in this industry. This history comes with a wealth of experience as long-time distributors of public sector clients. Our key deliverables to our public sector customers are contract compliance, competitive pricing, and a robust product offering. We pride ourselves on our ability to offer onsite solutions and services through our expert and seasoned sales team.

WAXIE Sanitary Supply, one of 61 affiliates under the BradyPLUS' umbrella of companies was founded in 1945 and has carried 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 committed to delivering that passion to our customers. WAXIE Sanitary Supply has also had a long history with both Region 14 ESC, 8 years as a contract holder, and OMNIA, 13 years as a distributor of products under OMNIA contracts.

Collectively through its affiliates, BradyPLUS has gained extensive experience working with public sector customers through national cooperatives such as OMNIA. We have successfully served numerous educational institutions, like Clemson University, University of Virginia and University of Oregon to understand the unique challenges they face and have tailored our products and services to meet their specific needs. Our engagement with public entities has been focused on providing comprehensive solutions that enhance the quality of their environments to the benefit of all that use public resources. We take pride in our ability to establish long-term partnerships with public entities, consistently providing high-quality products, reliable customer support, and innovative solutions. Our track record demonstrates our commitment to this sector and our ability to adapt to evolving demands in our rapidly changing and unpredictable industry landscape.

Describe supplier's reputation in the marketplace.

At BradyPLUS, we work hard to help our customers and their teams solve the most demanding industry challenges with the most effective products and solutions. Here's how we do it:

- > <u>RELIABILITY</u> Your success depends on an efficient supply chain. We deliver consistent quality, ensure product availability, and add value, even as markets shift.
- SIMPLICITY We deliver a full range of tailored business solutions that make it easy to achieve



your goals and meet your unique business needs. Whatever they may be.

- **EXPERTISE** We're a team of industry experts focused on providing real insights and recommendations to help take your business to the next level.
- SERVICE We're always ready to roll up our sleeves and help you get the job done. We're not just a catalog or online resource—we're a hands-on extension of your team, and we take pride in helping YOU succeed.
- **SOLUTIONS** We're your problem-solver, clarifying your goals and customizing solutions that energize your enterprise, one that improves efficiency and lowers costs.
  - Describe supplier's reputation of products and services in the marketplace.

We pride ourselves in being on the forefront of innovative products and are continuously developing our own proprietary branding to offer alternatives to national brands. Our proprietary brands are consistent in quality while still offering customers everyday low cost. BradyPLUS plans to continue the efforts of WAXIE Sanitary Supply but on a larger national scale by offering OMNIA Partner agencies and Region 14ESC a comprehensive line of products for cleaning, maintenance, food service disposables and safety for all types of environments encountered in public sector facilities.

BradyPLUS carries the largest national brands including 3M, Diversey, Ecolab, Spartan, Heritage, Inteplast/PITT, GOJO/Purell, HOSPECO, Supply Source (Impact), Georgia Pacific, Kimberly Clark, Essity, Nilfisk-Advance, Karcher/Windsor, National Super Service, ProTeam, ICE and Rubbermaid. OMNIA members will have access to over 40,000 catalog products and over 500,000 machine parts. By offering a large variety of products and system solutions, BradyPLUS affiliates provide our customers with the benefit of having the necessary product choices to outfit their buildings and facilities as they see fit.

Describe the experience and qualification of key employees.

#### Amanda Parent – Senior Director National Accounts

Amanda has worked in the janitorial distribution space since 2012 and is well versed in janitorial products and how to develop cleaning solutions for customers.

She has directly worked in promoting state and cooperative contracts since 2019 and has managed several contracts by helping promote growth and usage of the contracts through WAXIE's sales team. She has attended both educational seminars and trade shows related to Public Sector over this time frame to include NIGP, NAEP, etc.

Amanda has had the responsibility of managing and leading the adoption of cooperative contracts across BradyPLUS affiliates at a national level for the last 5 years. She has been the single point of contact for Region 14ESC and OMNIA over this time as well.

• Describe supplier's experience working with the government sector.

BradyPLUS has a long history of implementing janitorial contracts with several state agencies, large national cooperatives, universities, and regional cooperatives. As an example, WAXIE has been



partner of OMNIA and Region 14ESC since 2012. We have worked with over 5,000 agencies since the implementation of this contract. Additionally, Waxie Sanitary Supply assists with additional OMNIA contracts of substantial size with the City of Tucson, and University of California. We are also well versed in supplying state agencies as we currently have contracts with these states; Utah, Alaska, California, Arizona, Nevada, Georgia, South Carolina, Washington, and Oregon. All these contracts are large complex executions, typically with an integration of systems and based on a unique set of shipping, pricing, and product requirements.

BradyPLUS has successfully marketed this contract as well as others to over 5,000 public sector end users with over 20,000 Ship-to locations. Each end user mandates whether they require a participating addendum or inter-local agreement. BradyPLUS has negotiated several hundred such agreements since the inception of this contract in 2012. Each step in the process is completed and all contract compliance issues are reviewed quarterly with major end users and the parent organization, state, or GPO. These contracts require the dissemination of very accurate information internally and externally as well as the ability to meet diverse customer needs with respect to products, training, and logistics.

 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

#### None

 Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

# **County of San Diego**

Jack Pellegrino
Director, Department of Purchasing & Contracting
Jack.Pellegrino@sdcounty.ca.gov
30+ years serviced
Facility Suplies – Annual volume: \$675K

# **University of California Office of the President**

San Diego, CA
Silvia Rivera Vasquez
Senior Manager of Facilities, Maintenance and Capitol Programs
Silvia.riveravasquez@ucop.edu
510-987-9660
30+ years serviced
Facility Suppliers – Annual volume: \$12

# **Phoenix International Airport**

Kelly Hall
Facilities Contract Compliance Lead at Sky Harbor International Airport
602-315-3034
Kelly.hall@phoenix.gov
Phoenix, AZ
16 years of service
Facility Supplies – Annual volume: \$2.4M



# San Francisco Unified School District

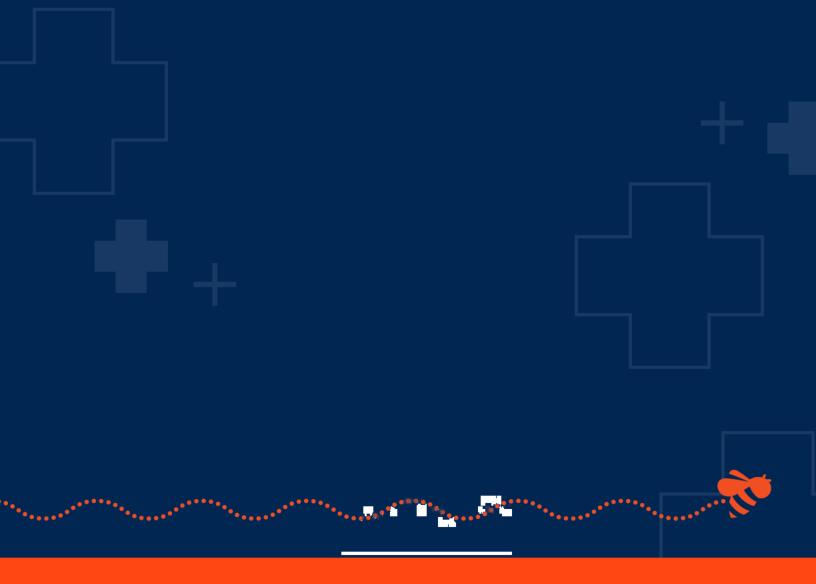
Samuel E. Perez Manager, Custodial Services perezs1@sfusd.edu (415) 919-8506 Facility Supplies – Annual volume:\$1M+

# **Oregon State University**

Housing & Dining Services
James Cordle
Custodial Operations Supervisor
541-971-8851
james.cordle@oregonstate.edu
Corvallis, OR
7+ years of service
Facility Supplies - \$500K

• Provide any additional information relevant to this section.

# 3rady-PLUS



# **Response to RFP**

Section 5: Value-Added Products and Services



#### Value Added Products/Services (10 points)

 Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.

# **Installations**

BradyPLUS affiliates provide the coordination of installation for dispensing products sold under this contract. Dispensers and installations are often provided directly from manufacturers or affiliate for toilet tissue, paper towels, hand care products and cleaning chemicals. BradyPLUS affiliates will provide a complete breakdown of all options available to customers so that they receive the best fit dispensers at the lowest acquisition and installation cost. Note that all available manufacturer's dispenser and installation programs will be made available to every customer. Manufacturers often provide dispensers and installation at low or no cost but will be dependent on refills purchased and size/scope of project.

# Reporting Capabilities

The following standard reports are an example of the reporting that can be delivered with any frequency the customer desires:

**Diversity Spend Summary** - Percentage of products supplied by diversity suppliers (small business, women-owned business, service-disable veteran-owned business, etc.) **Green Product Analysis** - Percentage of sales of green products by product category and the top ten green items sold

**Sales Summary** - Summary of sales, current month over previous month, current quarter over previous quarter, and rolling thirteen (13) months of sales

**Accounts Receivable Information -** Summary of total accounts receivable information plus the current amount and aging information

**Service Level and Fill Rate** - Service Level displays the number of orders delivered 100% complete, and Fill Rate displays the percentage of items filled 100% complete

**Fill Rates by Product Category -** Percentage of products filled at the product category level for the current and last three (3) quarters

**Product Mix -** Pie chart displaying the overall product mix by product category

Vendor Mix - Pie chart displaying the overall product mix by vendor category

**Order Count** - Line chart displaying the total order count over the last thirteen (13) periods Core Spend as a Percentage of Sales - Sales of core items sold by category over the current and last three (3) quarters

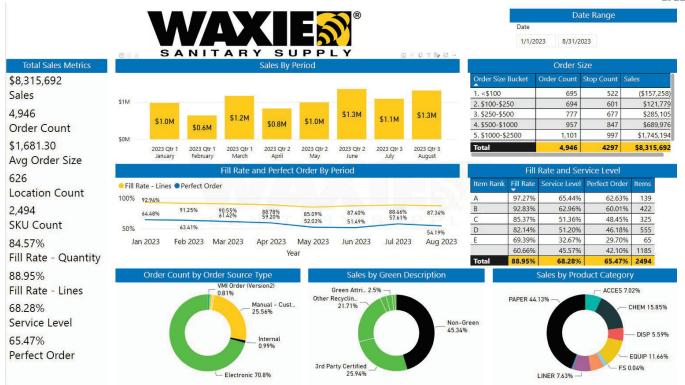
**Average Order Size** - Line chart displaying the average order size over the last thirteen (13) periods **Backorder Count** - Line chart displaying the number of items back ordered over the last thirteen (13) periods

**Order Source Statistics -** Order count, by the specific order source for the current and last three (3) quarters

**Key SKU Information -** For example, Top ten (10) items sold for the current and last three (3) quarters

Additionally, BradyPLUS provides a variety of ad hoc and scheduled custom reporting. Examples include electronic billing files and Spend Management. Agencies can work with their affiliates to determine the reporting necessary and what reporting is available at that location.





# **Essential 8 and Site Assessments**

Essential 8 is a comprehensive approach that identifies opportunities in a facility to help our customers achieve cleaner, healthier, safer, more productive, and more sustainable facility management and operations.

There's nothing more important than keeping our community healthy and safe. BradyPLUS recognizes that the supplies we offer help provide a clean, healthy, safe, and sustainable environment for students and staff at the lowest cost. Our Essential 8 approach will enhance your agency's public image and lower operating costs.

BradyPLUS prides itself on having outside Sales Consultants that provide the human element to distribution. Through site assessments our sales team provides solutions and suggestions for providing a clean, healthy, safe, and sustainable environment. We then provide feedback both from our Sales Consultant and the customer on how to improve on the current condition throughout the facility. Our facility assessments can focus on the entirety of the property or be a continuous effort between the customer and our team by tackling one area of the facility at a time. This approach really allows our sales team to become familiar with your facility and take the guess out of the products you need. This ultimately allows us to be the solution providers and allows customers to focus on other aspects of their business.

**Exhibit F: E8 Facility Care Assessment** 

Exhibit G: E8- K12

**Exhibit H: E8 EDU** 



# **Green Partner Support**

Customers that are interested in working with BradyPLUS to investigate all areas of sustainability in their buildings can utilize or GPS Program. One such example is WAXIE's GPS program. The program is designed to survey and recommend product and process changes that have a lasting positive effect on the environment. The program allows for tracking green product spend as well as employee training on the proper products and processes to reduce the overall impact on the environment of cleaning operations.

# **Training**

Several BradyPLUS affiliates have online training which provides basic custodial operations training and testing online. The program allows supervisors to track and archive employee performance. All modules are available in English and Spanish.

Customers can receive customized training programs onsite through BradyPLUS sales professionals and through our manufacturer's representatives and their training staffs.

# **Equipment and Chemical Specialists**

BradyPLUS offers the most knowledgeable and well-trained consulting capacity of any facility supply distributor. BradyPLUS affiliates employ Equipment and Chemical Specialists at all most of our locations to provide answers and best practices regarding utilization and efficacy of the equipment and chemical products we sell.

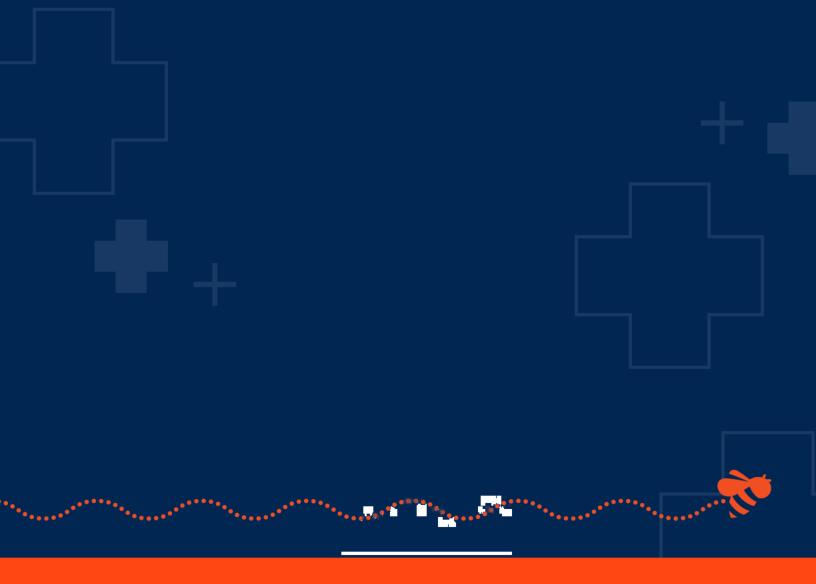
## VMI Capabilities

Some BradyPLUS affiliates have Vendor Managed Inventory capabilities. An example of this is 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 onhand 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.

**Exhibit I: VMI Brochure** 

# 3rady-PLUS



# **Response to RFP**

Section 3: Ability to Perform including Appendix B



### Ability to Perform (30 points)

- Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners
  Administration Agreement prior to contract award. Suppliers should have any reviews
  required to sign the document prior to submitting a response. Supplier's response should
  include any proposed exceptions to OMNIA Partners Administration Agreement.
- Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

BradyPLUS affiliates offer a variety of ways for customers to order, including online ordering, email, fax, and phone. We have over 1500 sales associates nationally that can help you develop solutions for all your Janitorial Supplies, Equipment and Services.

BradyPLUS and our affiliates have several different web-based solutions to support order fulfillment. Our main tool is our full-featured online ordering website. Our online website contains real-time pricing, product availability, historical order lookup, contract price lists, product images, extended product descriptions, and SDS (formerly MSDS) sheets. Additionally, our websites contain advanced functionality of ship-to-level budgeting through 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 delivery cut-off times with cut-off times varying by location.

A second tool available to customers is BradyPLUS' Punch Out functionality. Most of our affiliates have this capability and will be set up as requested by customers and based on the size and scope of the account. This functionality allows a customer to access the affiliates online ordering website through a cXML-based integration between the customer's system and our web servers. The Punch Out protocol ensures the customer's backend systems have visibility of the items being ordered and the expected delivery dates.

• What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.

BradyPLUS has a long history of meeting customers' expectations when it comes to ontime delivery. Our drivers are consistent with the same route daily and we work hard to customize our customers' delivery needs.

BradyPLUS's average time on delivery is 2 days from time of order. This delivery time may be longer for drop ship or special order items. Customers will be communicated with directly in regard to items expecting to take longer then the average.

Describe how supplier responds to emergency orders.



# **Emergency or Rush Deliveries** –

Emergency or rush deliveries requested by the customer that require special shipping and handling charges may be at the customer's expense, but only with prior approval. Emergency or rush shipping charges shall be added to an invoice as a separate line item. BradyPLUS strives to accommodate our customers' emergencies and does everything in our power to deliver a rush order the next business day after it is received. Although not the norm, expedited delivery can sometimes be accommodated via no-charge, same day deliveries. If emergency shipping charges are incurred, prior approval from the agency will be obtained, and these charges will be added to the invoice as a separate line item. In the event an emergency or rush delivery is required as the result of our error, all shipping and handling charges shall be covered. BradyPLUS does not anticipate the need for any emergency deliveries as a result of our error. However, should such a situation arise, BradyPLUS will cover the associated shipping and handling charges.

What is supplier's average Fill Rate?

At BradyPLUS, we pride ourselves on fast and reliable deliveries. We have an extensive stocking presence throughout our distribution centers focused around Janitorial and Food Service Disposable products. Our ability to stock a wide variety of this items, having our own fleet of trucks and over 100 distribution centers allow us to maintain a fill rate of 98%.

Describe supplier's return and restocking policy.

# Returns and Restocking

Returns on products are only available for new, unused items. The item being returned is unopened, unused, and is not damaged. Product is not discontinued or suspended in our system. Custom or special-order items cannot be returned unless preapproval from the affiliate. Restocking fees may apply but are between the affiliate and the customer.

BradyPLUS can't take back chemicals that are expired or about to expire, otherwise credits may be given for the returned product dependent on days since purchase and condition of product. parts that are older than 30 days from the date of purchase are subject to a restocking fee and the customer may be charged freight.

Describe supplier's ability to meet service and warranty needs. Proposal should address
life expectancy of equipment under normal use; applicable warranty and/or guarantees of
equipment and installations including any conditions and response time for repair and/or
replacement of any components during the warranty period; availability of replacement
parts; and detailed information as to proposed return policy on all equipment.

# **Warranty**

BradyPLUS affiliates' suppliers and product selection practice combined with our operational and logistical excellence ensure uniform quality and consistency in product performance and customer service. BradyPLUS is a distributor of products and does not manufacture any of the products that we sell, however, all products are backed by a manufacturer's warranty. If a customer is dissatisfied with the performance of any product or service, they can call their local affiliates' customer service line to determine the appropriate route for manufacturers' warranty. Use all products as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.



We also have a nationwide service center for equipment repair and services. Our service centers

are certified to handle all warranty work for the equipment we sell and can do onsite or pickup services depending on customers' locations. The warranty for all equipment repairs follows the manufacturer's standard warranties.

 The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

BradyPLUS Customer Service, Sales Management, as well as Operations handle all order to invoice processes. BradyPLUS has over 1500 outside Sales Consultants with every OMNIA account being assigned a Sales Consultant that is available to provide product demonstrations, employee training, and solution consulting for cleaning, lighting, safety, and other categories. Most Sales Consultants also have a Sales Administrator. This individual is similar to the functions of customer service but helps Associates answer questions, place orders, and follow-up on existing orders for customers.

BradyPLUS offers an additional layer of consulting for the chemical, hand hygiene and equipment category through our Chemical and Equipment Specialists. The Chemical and Equipment Specialists are available for customers as needed for additional consultation and training services related to these categories that have unique, customizable items that often require demonstrations, site assessments and installations.

All Sales Consultants are equipped with a customized laptop or tablet computer providing cellular and other internet access. Representatives have access to all customer information and can access our ERP systems from any location with a cellular phone or other internet connection. Remote connections are transmitted via a secured data encryption program. Inside Customer Representatives are directly linked to a BradyPLUS computer system in their region. The affiliates assign service representatives to customers based on an assessment of regions they are in and the customer's requirements at account set up. OMNIA customers will be assigned an internal customer service representative for ordering and account administration requirements and an outside Account Consultant for account management and coordination of training, installation, reporting, and other account needs.

BradyPLUS's hours of operation are 8am to 5pm local time Monday to Friday excluding holidays. Our Customer Service personnel are available to answer incoming calls and email during these hours. Each location has a local phone line that is routed to customer service personnel and based on the time zone and location of each center.

For government contracts and state agreements, we have a dedicated department within National Accounts to help answer all questions related to the contract, what it offers and how to use it. This team will be dedicated to helping any public agency that uses this contract and is divided up by regions. We have National Account Managers for the Central, West, and East regions. The entire team is managed by a Senior Director of National Accounts that will be responsible for managing the entirety of the contract nationally.



Additionally, self-service options exist through our online ordering platforms to include WAXIE's

platform of Web@Work. This allows customers to see and utilize order history, order status, spend management, and order approval.

With over 5,000 current public sector customers on this contract, BradyPLUS has been successful in working with our public sector customers to provide the appropriate level of service to meet the customers' needs.

#### **Problem Resolution**

BradyPLUS addresses customer complaints and services issues quickly, providing a prompt response and resolution. Our affiliates have management follow-up with the customer to ensure their needs are met and determine what procedures can be put in place to prevent the same issues moving forward. Customer complaints will be acknowledged by email within four hours with an expected resolution time of 24-48 hours.

• Describe supplier's contract implementation/customer transition plan.

BradyPLUS continuously looks at ways to provide additional value and savings to our customers. We also find huge value in ensuring that our customers are adopting a national cooperative that prides itself on its lead agencies and the solicitation process. We will therefore always offer this contract as our go to strategy and transition customers to this contract when it is in their best interest and within their individual policies and procedures. BradyPLUS can offer significant experience marketing this contract as well as transitioning accounts to it. Our sales team has extensive knowledge of OMNIA and national cooperatives and uses this contract in discussions regularly with customers on how to procure products.

Today BradyPLUS services over 5,000 public sector customers with over 15,000 Ship-to locations on this contract and it is the single largest contract we have available today.

Describe the financial condition of supplier.

#### Exhibit B: Comfort Letter – Bank of America

• Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

https://info.waxie.com/

Welcome to BradyPLUS



BradyPLUS and our affiliates have several different web-based solutions to support order fulfillment based on location of customer. One such tool is W@W through Waxie Sanitary Supply. This is our full-featured online ordering website. Our online website contains real-time pricing, product availability, historical order lookup, contract price lists, product images, extended product descriptions, and SDS (formerly MSDS) sheets. Additionally, our websites contain advanced functionality of ship-to-level budgeting through 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 delivery cut-off times with cut-off times varying by location.

# See attached Exhibit C: Waxie Sanitary Supply E-Commerce Platform

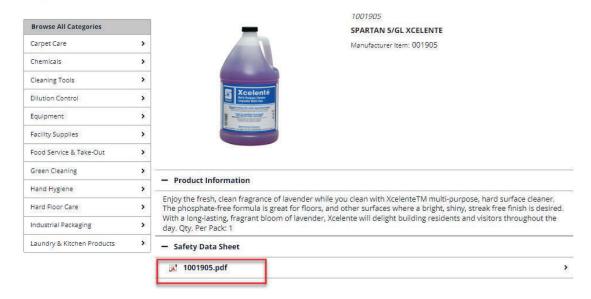
• Describe the supplier's safety record.

BradyPLUS offers each individual customer access to our customer site training programs for Chemical Safety, OSHA Compliance for Blood Borne Pathogens, Equipment Usage Safety, Slip and Fall precautions, and many other safety related topics. BradyPLUS affiliates can provide onsite surveys and recommendations for improved handling, storage, usage, and disposal of janitorial products and equipment.

Each local affiliate has a website for ordering that has additional information related to safety and compliance. An example is WAXIE's website below. All applicable items have Safety Data Sheets available for customer download and records. We also have webpages dedicated to the education and training of products to better equip our customers with on-site safety such as the below slip and fall webpage.



#### **SPARTAN 5/GL XCELENTE**





# Safety Data Sheet Spartan Chemical Company, Inc.

Revision Date: 05-Feb-2015

#### 1. PRODUCT AND COMPANY IDENTIFICATION

Product Ide11tifier

Product Name: XCELENTE

Product Number: 0019
Recommended Use: Olean

Recommended Use:
Uses Advised Agalm,st:
Oleaning agent
For Industrial and Institutional Use Only

Manufacturer/Supplier: Spartan Chemical Compan,y, 1110.

MallImee, Ohio43537 USA 800-537-8990 (Bu.slness hours) www.spartanchemical.com

24 Hour Emergency Phone Numbers:

Medical Emergency/Information: 888-314-6171

Transportalion/Spilllleak: OHEMmEC 800-424-9300

# 112. HAZARDS IDENTIFICATION

GHS Cl!assification,

Serious Eye Damage/Eye InitaUorn: Category 2A

GHS Label El'ements Signal Word:

Symbols:

Hazard Statements: causes serious eye InitaHon

**Precautionary Statements:** 

Prevention: Wear eye I face protecUon Response:

-Eyes

IF IN EYES: Rinse cautiously with water for several mlmutes. Remove contact renses, if present and easy to do. Co111.tfnue rinsiring. II eye hritation persists: Get medical alt.erntlon. See Safety Data Sheet. Section 4: \*FIRST AID MEASURES" for additional informalion. -Speciie Treatment:

Storage: Disposal: Not Applicablle Not Applicable

Hazards Not Otherwise Classified: Not Applicable

Other Information: • May be harmfol If swallowed.

· May cause skin irrltaHon.

• InhalaUon of v pors or mist may cause respiraloiy InitaUon.

• Keep out of reach of children.



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investment, improves air quality and makes people feel comfortable and welcome.

#### Slip and Fall Accidents

is your company concerned about the possibility of slip and fall accidents, indoor air quality or appearance level of your building?

Commercial entryway matting is the first line of defense against the soil, water and dirt coming in to your building.

Placed inside or outside your entryway, matting protects your commercial and industrial establishment from allweather environments. Using the correct matting



#### The Problem

Outdoor entryways can potentially be a stage for disaster. As people tread through entryways day in and day out, foreign matter, like dirt, pollen, and even mold spores, are tracked from the entrance to the interior floors. Besides being a potential mess, entryways accumulate particles and debris that pose a slip and fall hazard, especially if moisture is introduced into the equation.

Slips and falls cost companies \$20,228 average per slip & fall workers' compensation claim and \$100,000 median per premises liability suit. Your entrance matting system is the first line of defense in protecting your customers and employees. Incorporating the correct matting into a three-part entryway system can reduce liability and risk of injuries from slips and falls, minimize interior maintenance, improve indoor air quality, and much more.

WAXIE Sanitary Supply has been providing entrance matting and flooring solutions to our customers for more than 70 years. Our experience has shown that the best entrance matting performance is achieved with a customized, or threepart walk off system. An effective matting program will enhance the walk-off performance of mats from the exterior of a building, through the vestibule and into the lobby.

#### The Solution

An optimal entrance matting system designed to protect your customers and employees, enhance the appearance level of the floors and increase IAQ should be a combination of three types of floor mats: scraper mats, scraper/wiper mats, and/or wiper mats. This is referred to as the 3-mat system. The way you design your matting system will depend on your local weather conditions and what types of soils get tracked into your

An effective entrance mat should be able to do four things:

- 1. If stopy soil and water at the door. Effective mats provide a combination of accepting and wiping to alop the maximum a
- 2. If stores and and water for removal. An effective entry way mail will provide a place for soil and water to go for "storage". The mail most provide a way for the
- 3. It minimizes tracking of soil and water. This is beal accomplished by malling with a bi-level construction that provides an upper surface for waiking and a lower
- 4. It provides a sets walking distance. The bottom of the mail should be slip-resistant to minimize movement on the floor when it is walked on

## EXTERIOR:

Describe technology used to support the contract.

BradyPLUS has security policies and standards that provide us with direction for data protection. The information is classified based on its type, this allows us to ensure the necessary controls physically or logically. In addition to this, we have different processes to ensure the protection of information such as antivirus, encryption, vulnerability management. Security controls are transversal and apply to all entities.

	Malis by Type
<i>y</i>	Sip and I all Avoidance
	Harst vs. Hay
16	Mat Placement Guide POF

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Get	the latest news!
	View Now

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r ass name	
Last name"	
Select Hegion*	
- Please Select -	
Phone Number*	
Email address*	
Company Name*	
Sales Hap*	
Postal Code*	
Total Coce	
la this an organi request?"	
- Please Select -	



BradyPLUS adheres to the PCI DSS standard for all BradyPLUS' e-commerce sites, an example of this would be at shop.waxie.com. This site is enabled with a Comodo EV 2048 bit SSL certificate along with hacker-proof scanning that runs daily and scans for over 38,000 potential vulnerabilities. All users and servers are protected with Sophos endpoint control and Fortinet endpoint protection enabled with Data Leakage Control, Anti- Spyware, Antivirus, and Application Control. Data is controlled using Sophos DLP. This enables BradyPLUS to track any file copied to the internet or sent via an application. All security devices and appliances are audited quarterly to ensure the latest firmware and configurations are applied.

Provide any additional information relevant to this section.

One of BradyPLUS's affiliates, Waxie Sanitary Supply has been an incumbent of the last two awards of MRO/Janitorial products through Region 14ESC. Though the contract started with Waxie Sanitary Supply, it has since expanded to include all affiliates under the BradyPLUS umbrella through acquisitions and mergers. Waxie and now through the expansion of the other BradyPLUS affiliates has seen tremendous growth of this contract over the years. We have expanded our footprint across the US and are truly now a national distributor of products required on this contract.

We look forward to continuing to provide superior administrative performance, exceptional levels of customer satisfaction, and mandating that customers' interests drive every decision we make as well as every solution we offer. WAXIE and all BradyPLUS affiliates have been delivering superior customer service anywhere from 20 to 100 years and we pride ourselves in being experts in clean. Currently BradyPLUS affiliates manage over 5,000 public sector accounts throughout the US on this contract alone and rarely have a service-related issue. Our experience with state purchasing cooperatives and national cooperatives in public sector accounts for over 25% of our total business.

**Exhibit D. Waxie's capabilities Brochure** 

**Exhibit E. Waxie-Overview-Handout-Generic** 



# Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

# **Exhibit A Response for National Cooperative Contract**

# 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

# 1.1 Requirement

Region 14 Education Service Center (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and OMNIA Partners, Public Sector, Inc. Partners"), requesting proposals ("OMNIA is for COMPREHENSIVE OPERATIONAL AND JANITORIAL SUPPLIES SOLUTIONS. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements,

obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

# BradyPLUS and its affiliates have reviewed and will comply accordingly.

# 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service

- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

#### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$150 MILLION annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### BradyPLUS and its affiliates understand.

#### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each

Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement

applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

BradyPLUS and its affiliates understand.

# 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' 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.

BradyPLUS and its affiliates understand.

#### 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to

both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

# 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

# BradyPLUS and its affiliates understand.

# 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.

BradyPLUS affiliates have put together a competitive discount from list structure for this solicitation. As this is a not-to-exceed contract, we are committed to providing agencies more competitive pricing that meets their individual assortment, volume, and requirements when needed and to stay competitive in this market through the life of the contract. If an agency is eligible for lower pricing through another national, state, regional or local cooperative, BradyPLUS affiliates are committed to discussing this with the agency and determining best path forward. If the customer would like to continue to use OMNIA over the other contract, BradyPLUS affiliates will offer the same pricing as the contract being compared but cannot allow an agency to use multiple contracts at the same time. This will only be done if the volume by product, annual

spend by agency and assortment are identical to the contract being compared. Furthermore, if the contract in comparison has differences in freight, min. service fees, etc., BradyPLUS affiliates would be able to add these into the order to make comparable to the best offer.

#### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

BradyPLUS and its family of affiliates has decades of experience growing and marketing lead agent public sector national programs. BradyPLUS is very familiar with OMNIA partners and has 15 years+ experience working together through WAXIE Sanitary Supply, as well as other affiliates to help grow our contracts. We have and will continue to dedicate, educate and promote OMNIA Partners and this contract to our Sales Associates.

BradyPLUS has used national cooperatives to serve as instrumental platforms that fuse the purchasing power of numerous public entities, thereby enabling them to secure more favorable pricing and terms through negotiation. Through active engagement with esteemed organizations like OMNIA, we leverage our expertise and comprehensive understanding of their procurement processes to provide highly cost-effective solutions. We have worked with public entities of various sizes and budgets, addressing their specific needs while adhering to regulatory compliance and industry standards. Our company's experience with cooperatives has enabled us to develop a range of products and services that cater to the diverse needs of this sector.

#### 3.0 SUPPLIER RESPONSE

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

## 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

BradyPLUS, established in 2023, is the nation's premier specialty distribution company supplying customers with a diverse selection of essential products including facility care, food service disposables, packaging solutions. BradyPLUS has a robust infrastructure with over

#### Appendix B – OMNIA Partners Exhibits

180 locations across the U.S., 6000 associates and 9+ million sq ft of warehouse space to service our customers. BradyPLUS and its growing family of Affiliates are strategically positioned to help businesses thrive through a multi-faceted approach to make facilities cleaner and people safer, every day. With 61 Affiliates and continuously growing we have combined annual sales of over \$5B.

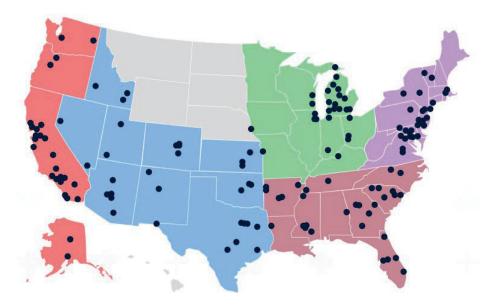
Though BradyPLUS is a newly established company, the 61 affiliates that make up the company, have a long business history ranging from 20 to over 130 years of service in this industry. This history comes with a wealth of experience as long-time distributors of public sector clients. Our key deliverables to our public sector customers are contract compliance, competitive pricing, and a robust product offering. We pride ourselves on our ability to offer onsite solutions and services through our expert and seasoned sales team.

WAXIE Sanitary Supply, one of 61 affiliates under the BradyPLUS' umbrella of companies was founded in 1945 and has carried 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 committed to delivering that passion to our customers. WAXIE Sanitary Supply has also had a long history with both Region 14 ESC, 8 years as a contract holder, and OMNIA, 13 years as a distributor of products under OMNIA contracts.

Collectively through its affiliates, BradyPLUS has gained extensive experience working with public sector customers through national cooperatives such as OMNIA. We have successfully served numerous educational institutions, like Clemson University, University of Virginia and University of Oregon to understand the unique challenges they face and have tailored our products and services to meet their specific needs. Our engagement with public entities has been focused on providing comprehensive solutions that enhance the quality of their environments to the benefit of all that use public resources. We take pride in our ability to establish long-term partnerships with public entities, consistently providing high-quality products, reliable customer support, and innovative solutions. Our track record demonstrates our commitment to this sector and our ability to adapt to evolving demands in our rapidly changing and unpredictable industry landscape.

## B. Total number and location of salespersons employed by Supplier.

BradyPLUS has 180 locations with 129 of those locations being distribution centers. These locations are represented on the map below are strategically placed nationally to best service our customers. Of our 6,000 associates, 1500 of those are Sales Associates. These sales reps are also located nationally and used to call on and service customers directly.



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

BradyPLUS, through its affiliates has 129 support centers housed at each distribution center. Customer Service personnel are available to answer incoming calls and email during normal business hours. Each location has a local phone line that is routed to customer service personnel and based on the time zone and location of each center.

BradyPLUS headquarters are located at 7055 S. Lindell Road Las Vegas, NV 89118. We also have a general phone line of 877-788-PLUS used to route customer requests.

D. Annual sales for the three previous fiscal years.

We do not disclose specific operating results for subsidiary operations. However, we do offer the opportunity for a call with the company's CFO to discuss broader financial results.

a. Submit FEIN and Dunn & Bradstreet report.

WAXIE's Enterprises, LLC

FEIN: 94-2647607

**DUNS Number: 29-142-577** 

**Exhibit J: Dunn & Bradstreet report** 

E. Describe any green or environmental initiatives or policies.

BradyPLUS is committed to being a leader in promoting healthy, safe, clean, and sustainable work environments in the communities we serve. We've taken important steps to enhance our sustainability efforts, both internally and externally. Internally, we've converted several facilities to receive energy from solar panels, transitioned to LED lighting at some buildings to be more energy-efficient, right-sized our HVAC systems, saved water through drought-tolerant landscaping, and currently multiple buildings are LEED-Certified. From an external perspective, we've developed the Green Partner Support Program to help our customers achieve their sustainability goals in these key focus areas: Chemistry, Mechanization, Diversion, Entryways, Consumables, Conversation, Wellness, and Stewardship.

# **Green Catalog**

BradyPLUS affiliates have clearly and systematically designated our Environmentally Preferable Product line. An example of this is through WAXIE Sanitary Supply and located in their WAXIE GPS® Green Partner Support™ Sustainable Product Selection Guide found on WAXIE's website at https://online.flippingbook.com/view/98129748/. WAXIE's digital flipbook catalog highlights sustainable products from featured vendors (including the SOLSTA and KleenLine brand) and lists the Green Certifications with descriptions of each certification in the WAXIE GPS® section of the digital flipbook catalog.





WAXIE offers consultation and tools to help your organization reach its sustainability goals. Partner with WAXIE to implement and communicate low environmental impact cleaning policy and training, and to track and measure performance metrics related to purchasing budgets and green spend percentage. In addition, labor can be more efficiently allocated using workloading programs, and consultation can be provided for facilities looking to implement day cleaning. For facilities pursuing LEED® certification, CIMS-GB certification, AASHE STARS® rating or WELL certification, WAXIE has LEED® Accredited Professionals and CIMS-GB ISSA Certification Experts on staff to assist. It all starts with a Green Cleaning Site Survey and Needs Analysis.

WAXIE GPS® Stewardship			
Product Type	Manufacturer	hem	Description
Consultation	WAXIE	699719	LEED® Accredited Professional Consultation

WAXIE Sanitary Supply has LEED® Accredited Professionals on staff to assist you with the credits and prerequisites from the LEED® green building certification system associated with cleaning and maintaining your facility. Support can be provided for a variety of aspects of your LEED® project, including: a customized Green Cleaning Policy and Building Exterior and Hardscape Management Plan; Sustainable Cleaning Products and Materials and Cleaning Equipment selection; training on best practices; green spend percentage tracking and measurement for cleaning products and equipment; Custodial Effectiveness Assessment; entryway matting system selection and maintenance; water efficient indoor plumbing fitting and foxfures consultation and selection; energy saving lighting solution consultation and selection; or composting and waste diversion program consultation and selection; and documentation and support. Your WAXIE Account Consultant can work with you to determine the best way to start.

#### LEED® consultation for Green Cleaning credits and prerequisites.

Consultation	WAXIE	699720	Day Cleaning Consultation
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WAXIE Sanitary Supply can assist you with saving energy by converting your night-time cleaning activities to the day. Day Cleaning is not merely night cleaning done during the day — by using the latest cleaning technology, which incorporates safer chemistry and quieter equipment, many cleaning jobs can now be performed during the day. Your WAXIE Account Consultant can work with you to determine if a Day Cleaning conversion would be a good fit for your facility.

#### Day Cleaning can potentially realize energy savings of up to 10-20%.

eCommerce	WAXIE	Web@Work

WAXIE Web@Work provides you with online access to the information that makes ordering your cleaning supplies and managing your cleaning supply account easier. In addition to providing budget controls, product information, SDS, purchase history and real-time product availability and order status, the online catalog also highlights more sustainable cleaning product and equipment selections. Your WAXIE Account Consultant can assist you with setting up a Web@Work profile to put Web@Work to work for you.

#### WAXIE Web@Work is an eCommerce platform for online ordering and account management.

Consultation WAXIE GPS\* Suite of Tools

WAXIE GPS® Suite of Tools are built to help WAXIE's Account Consultants design and implement a customized high performance Green Cleaning Program for your facility. Available tools include:

- . Green Cleaning Team Worksheet
- · Green Cleaning Site Survey
- . Green Cleaning Product Survey
- Green Cleaning Training Log

- Sustainable Cleaning Product Worksheet
- Custodial Effectiveness Assessment
- . Green Cleaning Equipment Inventory Dashboard

...and more

#### Consultation WAXIE WAXIEapps™ Cost to Clean Calculators

WAXIEapps™ are consultative software tools designed to help WAXIE's Account Consultants identify the most efficient and cost-effective cleaning solutions for your facility. By using WAXIEapps™ to analyze a cleaning operation, WAXIE Account Consultants can make recommendations that will save labor, materials and money. Your WAXIE Account Consultant can work with you to determine if a WAXIEapps™ analysis can help to save your facility time and money.

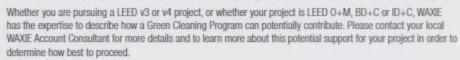
#### WAXIEapps are cleaning software solutions focused on your bottom line.

www.waxie.com (800) 995-4466 © 2021 WAXIE Sanitary Supply

Green Partner Suppor

#### WAXIE GPS® LEED® Project Contributions Summary

If your goal is LEED certification for your facility, WAXIE has several LEED AP 0+M on staff to assist with a LEED project. These individuals are cleaning industry experts, and can use their demonstrated knowledge of LEED certification to help design and implement a Green Cleaning Program which can help contribute to your LEED project.





#### CREDIT CATEGORIES



#### Sustainable Sites

Develop a Building Exterior and Hardscape Management Plan and utilize green cleaning and maintenance practices and materials to clean the building exterior and hardscape.



#### Water Efficiency

Reduce indoor water use to meet the minimum indoor plumbing fixture fitting efficiency, and potentially exceed this baseline by utilizing water conserving fixtures in the restroom and implementing green cleaning procedures which minimize water use.



#### Energy & Atmosphere

Install energy saving LED lighting and consider converting cleaning operations from the day to the night to conserve energy.



#### Materials & Resources

Develop a solid waste management plan which considers ongoing consumables such as paper, plastic, glass, batteries, cardboard and food waste, and implement a program which addresses containment and tracking of diversion rates.



#### Indoor Environmental Quality

Develop a Green Cleaning Policy and implement a high performance Green Cleaning Program which utilizes sustainable cleaning products, equipment and entryway matting systems. Establish performance metrics and incorporate tools which assist in measuring and tracking green spend for cleaning product purchases and custodial effectiveness.



#### Innovation

Pursue exemplary performance in the areas of green spend for cleaning product purchases and custodial effectiveness, and utilize a LEED AP on your project team for operations and maintenance. Or develop a Green Cleaning Policy for your project while it is in the design and construction phase.



Green Partner Support

Standards, Ecolabels & Attributes

#### UL ECOLOGO®

UL (Underwriters Laboratories) is a global independent safety science company founded in 1894.

UL certifies, tests, inspects, audits, advises and educates the market in collaboration with a variety of industry stakeholders who share the vision of promoting safe living and working environments.

UL ECOLOGO is classified as an ISO (International Standards Organization) Type I ecolabel assessed by the Global Ecolabeling Network, and it is one of the most recognized ecolabels in North America. Since 1988 UL ECOLOGO has helped purchasers and consumers identify products and services that meet multi-attribute, lifecycle-based sustainability standards, and which have met strict criteria for reduced impacts on human health and the environment based upon third-party audit and review.



A professional in the cleaning industry can choose to utilize the UL ECOLOGO product certification standards to specify and source third-party certified products which have a more sustainable profile.

UL ECOLOGO Certified green cleaning products in the categories of hard surface cleaners (UL 2759), hard floor care (UL 2777), carpet care (UL 2795), hand cleaners (UL 2784) and hand sanitizers (UL 2783), biological based cleaners

(UL 2792), and sanitary paper products (UL 175) can help a facility reach its overall sustainability goals, and can potentially contribute to LEED 0+M certification for the building or CIMS-GB certification for the cleaning service provider.

For more information on UL ECOLOGO, please visit www.ulenvironment.com/ecologo.

WAXIE has several UL ECOLOGO certified products from which to choose, including all-purpose cleaners, glass cleaners, neutral floor cleaners, restroom cleaners, carpet cleaners, hand soaps, hand sanitizers, floor finishes, floor finish enhancers, floor strippers, and sanitary paper products. Your WAXIE Account Consultant can work with you to design and implement a customized green cleaning program which includes UL ECOLOGO certified products.

#### **UL GREENGUARD**

UL (Underwriters Laboratories) is a global independent safety science company founded in 1894.

UL certifies, tests, inspects, audits, advises and educates the market in collaboration with a variety of industry stakeholders who share the vision of promoting safe living and working environments.

UL GREENGUARD has been establishing indoor air quality standards for indoor products, environments and buildings since 2001, and certifies products which have met stringent chemical emission requirements.

A professional in the cleaning industry can choose UL GREENGUARD Certified products to specify and source products that are low-emitting, thereby supporting healthier indoor environments.

UL GREENGUARD certified green cleaning products in the cleaning and maintenance product category (UL 2820) can potentially help a facility reach its overall sustainability goals.



WAXIE has several UL GREENGUARD certified products from which to choose, including low emitting general-purpose cleaning products. Your WAXIE Account Consultant can work with you to design and implement a customized green cleaning program which includes UL GREENGUARD certified products.



www.waxie.com

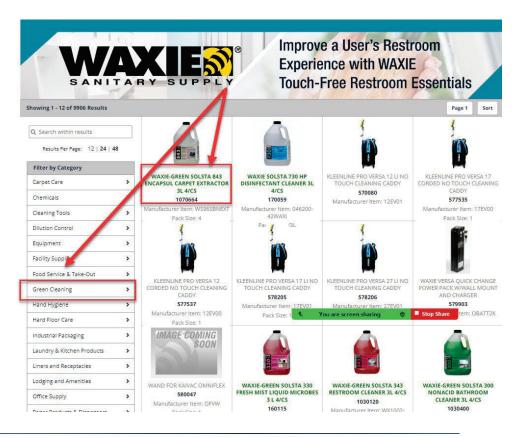
(800) 995-4466

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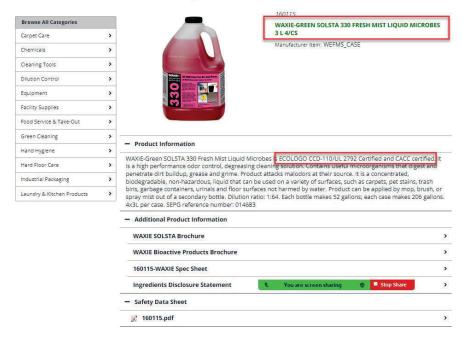
#### Online Ordering for Green Products

BradyPLUS and our affiliates have several different web-based solutions to support sustainability, one such platform is Web@Work®, which also makes it easy to identify EPP products and 3rd party designations. For Example, all green cleaning solutions are grouped into a clearly marked section titled: "Green Cleaning" on the navigation bar at the left.

Environmentally Preferred Products (EPP) are identified in green, bold font and their specific third-party designation is delineated in the detailed product description. See screenshots below.



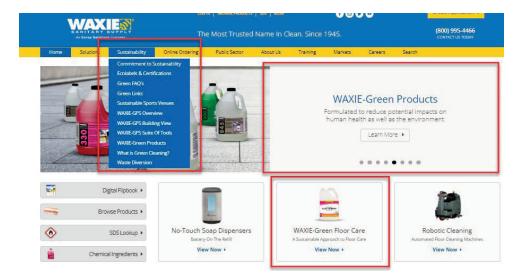
#### WAXIE-GREEN SOLSTA 330 FRESH MIST LIQUID MICROBES 3 L 4/CS



#### Sustainability in Marketing

sustainability and green cleaning methodology. See screenshots below from our affiliate WAXIE Sanitary Supply on how we have incorporated our green products into everyday facility cleaning and our customers' sustainability goals.

https://info.waxie.com/green/commitment-to-sustainability



https://www.bradyplus.com/jansan-waste-diversion

#### Zero Waste Checklist



#### Zero Waste - Additional Resources

Check out the EPA website and Califecycle website for additional resources regarding zero waste initiatives for municipalities in the State of California, and check out the Grassnoots Recycling Network for additional profiles on some businesses who have reported they have diverted over 90% of their waste from tandities and incincipation.

Whether your company is looking to improve your existing waste diversion program or you are just getting started, Brady's LTS can said you from soft to finest. Check out our most record sustainability blogs below and explore more analysis that can impact your business on inclusing business.



#### **Exhibit K. gps-brochure**

#### **Exhibit L. WAXIE-Green-Floor-Care ES**

#### Additional Sustainability Support

BradyPLUS is now a proud gold sponsor of Healthy Green Schools and Colleges. This organization is committed to more sustainable educational campuses.

### Sponsors – Healthy Green Schools & Colleges Green Spend Reporting

Some of our affiliates, such as WAXIE Sanitary Supply, can provide green spend reporting to our customers as needed or on a regular basis. This data is used to help our customers identify the products they buy today, show them the percentage of purchasing that has been identified as green and help make recommendations for a more sustainable way of cleaning.





F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

BradyPLUS has 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. BradyPLUS has many small businesses, 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.

When we can, BradyPLUS affiliates also try to source from historically disadvantaged business enterprises as defined by federal requirements. This percentage has grown annually since we began tracking it and we are committed to increasing our participation with disadvantaged business enterprises moving forward.

	e if supplier holds any of the below certifications in any classified areas and e proof of such certification in the response:
a.	Minority Women Business Enterprise
	☐ Yes X No
	If yes, list certifying agency:
	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  Yes No
	If yes, list certifying agency:
c.	Historically Underutilized Business (HUB)  Yes No  If yes, list certifying agency:
d.	Historically Underutilized Business Zone Enterprise (HUBZone)
	☐ Yes ☐ No If yes, list certifying agency:
e.	Other recognized diversity certificate holder  Yes No
providir	If yes, list certifying agency: relationships with subcontractors or affiliates intended to be used when ag services and identify if subcontractors meet minority-owned standards. ist which certifications subcontractors hold and certifying agency.

None of our affiliates meet the minority-owned standards. See list of affiliates in our family of companies under BradyPLUS.

Accurate Chemical Acquisitions, LLC	MASSCO
American Paper & Supply Company	Millennium Packaging & Distribution
Associated Paper	Mission Janitorial
ATRA	Mooney General Paper
Brady Industries	North American

Appendix B – OMNIA Partners Exhibits	
Camden Bag & Paper Company	Nevco
Campbell Paper	NEXTGEN
Central Sanitary Supply	North Bay Industries
Cole Supply Co	Northwoods
Cole Supply Co.	Penn Paper
Datek, Inc	PFS Sales
DAYCON	Penn Jersey Paper
Delta Packaging	Qualmax
Detroit Chemical	Royal Paper
Elkins Wholesale Inc	Southeastern Paper Group
F&W Distribution LLC	Sierra Supply & Packaging
FPC Distribution	Sigma Supply
Gorm Inc.	South Jersey Paper Products
Rancho Janitorial Supplies	Southern Janitor Supply
GPMI	Sunbelt
H.C. Walterhoefer & Sons	Swish White River
Hill & Markes, Inc	Topmost Chemical & Paper
HT Berry	Valley Janitorial Supply
Hughes Enterprises	Vasoking
IFS - Individual FoodService	Walter Industrial & Supply
Janitor's Closet	Waxie Sanitary Supply
Janitor's Warehouse	Weiss Bros.
Johnston Supply	YPV Distribution, Inc
Knight Marketing	
KSS Enterprises	

#### A. Describe how supplier differentiates itself from its competitors.

BradyPLUS and its family of Affiliates embody a vital component that sets us apart - the human element. We take great pride in our collaboration with established Affiliates, each boasting an impressive track record in our industry. With a combined business history spanning from 20 to over 130 years, our Affiliates bring invaluable experience as longstanding distributors to public sector clients. Throughout challenging periods including recessions, the oil crisis, the global financial crisis, and the COVID-19 pandemic, this strategic partnership has enabled us to harness vast knowledge and expertise, granting us a distinct competitive advantage in catering to our esteemed public sector customers.

At BradyPLUS, we pride ourselves on our depth of expertise, providing tailored solutions and unwavering assistance to each of our valued customers. Our continued success is evident as customers consistently choose us, having experienced the tangible benefits firsthand through the strong relationships we have fostered. We show up every day, ready to work diligently on their behalf. Our commitment is reflected in our dedication to helping our customers achieve their goals.

B. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

#### None

- C. Felony Conviction Notice: Indicate if the supplier
  - a.  $\underline{X}$  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.
- D. Describe any debarment or suspension actions taken against supplier

#### None

#### 4.1 Distribution, Logistics

A. Each supplier awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

As a current incumbent of this contract, BradyPLUS affiliates have offered OMNIA Partner agencies a robust variety of products by hundreds of manufacturers and categories. We also expand far beyond the JanSan and Food Service Disposable world with an offering in packaging and promotional products.

We pride ourselves in being on the forefront of innovative products and are continuously developing our own proprietary branding to offer alternatives to national brands. Our proprietary brands are consistent in quality while still offering customers everyday low cost. BradyPLUS plans to continue the efforts of WAXIE Sanitary Supply but on a larger national scale by offering OMNIA Partner agencies and Region 14ESC a comprehensive line of products for cleaning, maintenance, food service disposables and safety for all types of environments encountered in public sector facilities.

BradyPLUS carries the largest national brands including 3M, Diversey, Ecolab, Spartan, Heritage, Inteplast/PITT, GOJO/Purell, HOSPECO, Supply Source (Impact), Georgia Pacific, Kimberly Clark, Essity, Nilfisk-Advance, Karcher/Windsor, National Super Service, ProTeam, ICE and Rubbermaid. OMNIA members will have access to over 40,000 catalog products and over 500,000 machine parts. By offering a large variety of products and system solutions, BradyPLUS affiliates provide our customers with the benefit of having the necessary product choices to outfit their buildings and facilities as they see fit.

We have attached two links to examples of our virtual catalogs through WAXIE to show representation of our breath of products available through this contract. The first link is to our full line of products and the second link is to our Green Partner Support catalog, which focuses solely on our sustainability assortment.

0622 FLIPBOOK (flippingbook.com)

https://online.flippingbook.com/view/98129748/

BradyPLUS affiliates provide the coordination of installation for dispensing products sold under this contract. Dispensers and installations are often provided directly from manufacturers or affiliate for toilet tissue, paper towels, hand care products and cleaning chemicals. BradyPLUS affiliates will provide a complete breakdown of all options available to customers so that they receive the best fit dispensers at the lowest acquisition and installation cost. Note that all available manufacturer's dispenser and installation programs will be made available to every customer. Manufacturers often provide dispensers and installation at low or no cost but will be dependent on refills purchased and size/scope of project.

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.

BradyPLUS buys directly from manufacturers and has inventory in over 100 locations nationally enabling us to provide timely delivery to customers across our footprint. We also have a robust fleet of trucks and drivers nationally to ensure delivery in a timely manner, serviced and delivered by one of our own employees. This allows us to provide consistent quality and meet customers' delivery expectations by having the same driver deliver on a regular basis. An example of this would be our ability to include customized delivery appointments, established delivery days and the ability to conduct dock deliveries. We work with our customers to determine best needs for delivery of products, and this translates into greater efficiencies and labor cost savings for our partners.

In most instances freight is included in the price of the item and will be freight free when delivered on one of our trucks and within our delivery area. If an agency outside of our footprint wants to order from this contract, they can but it will incur freight charges. Any such locations would be disclosed and mutually agreed upon prior to any order shipments.

<u>Drop Ship</u> – Though most of our products are delivered on our own fleet, some products will be delivered by a common carrier to a dock or use of a lift gate. Drop ship orders will most likely have an additional freight fee and will be negotiated between the customer and our local BradyPLUS affiliate. This will also include some special-order items and larger equipment. Drop ship orders will have longer lead times and will be communicated with the customer at the time the order is placed, and may provide updates as necessary should the delivery time change.

Emergency or Rush Deliveries – Emergency or rush deliveries requested by the customer that require special shipping and handling charges may be at the customer's expense, but only with prior approval. Emergency or rush shipping charges shall be added to an invoice as a separate line item. BradyPLUS strives to accommodate our customers' emergencies and does everything in our power to deliver a rush order the next business day after it is received. Although not the norm, expedited delivery can sometimes be accommodated via no-charge, same day deliveries. BradyPLUS does not anticipate the need for any emergency deliveries as a result of our error. However, should such a situation arise, BradyPLUS will cover the associated shipping and handling charges.

Under no circumstances shall our affiliates increase their profit margin through shipping charges. Special Order items will be charged the actual freight incurred, if any. Orders for delivery outside our affiliates' normal delivery area are charged for the actual additional freight from the most cost-effective location.

BradyPLUS and its affiliates are able to provide services for the Continental United States. WAXIE has facilities in Alaska. Customers in Alaska pay an additional fee of \$0.40 per pound over the OMNIA price, for delivery on a WAXIE truck in Anchorage and Fairbanks.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Pricing and compliance of the contract is managed by our National Account team. This team is responsible nationally for compliance on freight terms, min order fees, payments terms, core list and pricing. This team also does audits during the quarterly rebate to ensure correct pricing for all customers moving forward.

Customers that enter the OMNIA program and purchase through our online platform are only provided the OMNIA pricing as a ceiling and can price be offered pricing below the max sell price but with system constraints pricing will not go above the contractual requirements of pricing by item. All pricing is managed by the National Account Team and customers don't have access to use of the program without going through the correct channel for setup.

We will also provide price list and evaluations to all agencies upon request to ensure the contract is as expected with the customer upfront and before orders are placed. In the event that an agency would like to audit their pricing or orders, we can provide history sales with the pricing and quantity ordered at the time of purchase, this allows customers the ability to validate pricing from orders against the master price list for the contract.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Waxie's Enterprises, LLC (WAXIE) is a wholly owned subsidiary of BradyPLUS and as the incumbent for our current Region 14 OMNIA contract and bidding entity will be servicing this

contract. In addition to Waxie's Enterprises, LLC, all BradyPLUS affiliates will have the ability to utilize this contract to aid OMNIA members nationally in products and services offered. The list below contains our current affiliates but could expand through acquisition and will be noted on our website. Any acquisitions would also be eligible to service OMNIA customers through this contract.

Accurate Chemical Acquisitions, LLC	MASSCO
American Paper & Supply Company	Millennium Packaging & Distribution
Associated Paper	Mission Janitorial
ATRA	Mooney General Paper
Brady Industries	North American
Camden Bag & Paper Company	Nevco
Campbell Paper	NEXTGEN
Central Sanitary Supply	North Bay Industries
Cole Supply Co	Northwoods
Cole Supply Co.	Penn Paper
Datek, Inc	PFS Sales
DAYCON	Penn Jersey Paper
Delta Packaging	Qualmax
Detroit Chemical	Royal Paper
Elkins Wholesale Inc	Southeastern Paper Group
F&W Distribution LLC	Sierra Supply & Packaging
FPC Distribution	Sigma Supply
Gorm Inc.	South Jersey Paper Products
Rancho Janitorial Supplies	Southern Janitor Supply
GPMI	Sunbelt
H.C. Walterhoefer & Sons	Swish White River
Hill & Markes, Inc	Topmost Chemical & Paper
HT Berry	Valley Janitorial Supply
Hughes Enterprises	Vasoking
IFS - Individual FoodService	Walter Industrial & Supply
Janitor's Closet	Waxie Sanitary Supply
Janitor's Warehouse	Weiss Bros.
Johnston Supply	YPV Distribution, Inc
Knight Marketing	
KSS Enterprises	

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Affiliate Name	Address	City	Stat e	Zip	Total Building SF
Accurate Chemical Acquisitions, LLC	731 W Fairmont Dr	Tempe	AZ	852 83	28,080
Accurate Chemical Acquisitions, LLC	101 Airpark Rd.	Cottonwood	AZ	863 26	1,753
Accurate Chemical Acquisitions, LLC	3830 E. 44th St. #502	Tucson	AZ	857 13	750
Accurate Chemical Acquisitions, LLC	15934 Downey Ave.	Paramount	CA	907 23	4,400
Accurate Chemical Acquisitions, LLC	677 Anita Street	Chula Vista	CA	919 11	4,800
Accurate Chemical Acquisitions, LLC	5641 E. 56th Ave.	Commerce City	со	800 22	4,400
Accurate Chemical Acquisitions, LLC	809 Levee Drive Suite D	Manhattan	KS	665 03	6,500
Accurate Chemical Acquisitions, LLC	2901 S. Highland Dr.	Las Vegas	NV	891 09	4,800
Accurate Chemical Acquisitions, LLC	1705 Silverton Rd. NE Suite 2	Salem	OR	973 01	2,050
Accurate Chemical Acquisitions, LLC	16711 Hollister St.	Houston	TX	770 66	3,000
Accurate Chemical Acquisitions, LLC	1228 Corner Way Blvd	San Antonio	TX	782 19	4500
American Paper & Supply Company	10 Industrial Road	Carlstadt	NJ	070 72	73,000
Associated Paper	1202 Royal Drive	Conyers	GA	300 94	50,906
Associated Paper	1031 Franke Industrial Dr	Augusta	GA	309 09	7,500
ATRA	5144 West Hurley Pond Road	Farmingdale	NJ	772 7	5,000
ATRA	220 West Parkway (Unit 6 & 7)	Pompton Plains	NJ	744 4	16,000
Brady Industries	4422 South 38th Place	Phoenix	AZ	850 40	59,914
Brady Industries	3325 N. 19th Avenue	Phoenix	AZ	850 15	6,645
Brady Industries	5198 West Chinden Blvd	Garden City	ID	837 14	25,316
Brady Industries	1200 Hampton Park Blvd Ste 200	Capitol Heights	MD	207 43	35,475
Brady Industries	2805 Inland Street	Farmington	NM	874 01	4,000
Brady Industries	150 Greg Street Ste 106	Sparks	NV	894 31	26,895
Brady Industries	7055 Lindell Road	Las Vegas	NV	891 18	196,000

Brady Industries	IA Partners Exhibits 5655 West 300 South	Salt Lake City	UT	841	56,000
				04	
Brady Industries	8600 San Matero Blv NE Suite 180	Albuquerque	NM	871 13	49,504
Camden Bag & Paper Company	200 Connecticut Drive,Ste 2	Burlington	NJ	801 6	85,418
Campbell Paper	2117 Franklin Drive	Ft. Worth Texas	TX	761 06	39,000
Central Sanitary Supply	4730 Armstrong Road	Bakersfield	CA	933 13	22,500
Central Sanitary Supply	416 North Ninth Street	Modesto	CA	953 50	43,560
Central Sanitary Supply	1149 West Nielsen Ave	Fresno	CA	937	45,000
				06	
Cole Supply Co	2750 Maxwell Way	Fairfield	CA	945 34	88,868
Cole Supply Co.	2855 Contra Costa Blvd	Pleasant Hill	CA	945 23	4,000
Datek, Inc	4007 Richards Rd.	North Little Rock	AK	721 17	25,003
DAYCON	4207 Forbes Blvd	Lanham	MD	207 06	6,789
DAYCON	1632 Sulphur Spring Rd.	Halethorpe	MD	212 27	3,600
DAYCON	5330 Marinelli Rd	Rockville	MD	208 52	7,000
DAYCON	16001 Trade Zone Ave.,	Upper Marlboro	MD	207 74	170,000
DAYCON	16001 Trade Zone Ave.,	Upper Marlboro	MD	207 74	20,000
DAYCON	10404 Lakeridge Pkwy. Suite 600	Ashland	VA	230 05	16,000
DAYCON	5701 General Washington Drive, Suite G, Alexandria 22312	Alexandria	VA	223 12	6,964
DAYCON	4080 Walney Road	Chantilly	VA	201 52	6,869
Delta Packaging	501 Gulf South Drive	Flowood	MS	392 32	16,000
Delta Packaging	500 Gulf South Drive	Flowood	MS	392 32	53,000
Detroit Chemical	6990 Murthum Ave	Warren	MI	489 02	20,610
Elkins Wholesale Inc	140 Legacy Park Drive	Pearl	MS	392	25,000
Elkins Wholesale Inc	803 S Magnolia Street	Laurel	MS	08 394	19,100
F&W Distribution LLC	7005 Tujunga Ave	North Hollywood	CA	916	34,452
EDC Distribution	CC2C A villa de a D :	en en	2.45	05	72.525

6630 Amberton Drive

Elkridge

MD

210

75

72,535

FPC Distribution

Appendix B – OMNIA Partners Exhibits Gorm Inc. 905 North Wineville Ontario CA 917 47000 64 Rancho Janitorial Supplies 905 North Wineville Ontario CA 917 47000 64 190 S. McQueen Rd 852 **GPMI** Gilbert ΑZ 87,726 33 H.C. Walterhoefer & Sons 2331 Washington Blvd Baltimore MD 212 40,000 30 120 Hill & Markes, Inc 1997 State Highway 5S Amsterdam NY 130,158 10 50 North Street 202 100,000 HT Berry Canton MA 1 190 **Hughes Enterprises** 2151 Green Lane Levittown PA 80,266 57 IFS - Individual FoodService Bell CA 902 307,101 5400-5496 Lindbergh Lane 01 IFS - Individual FoodService 5350-5380 Lindberg Lane Bell CA 902 66,500 01 IFS - Individual FoodService 5300-5348 Lindberg Lane Bell CA 902 66,500 01 Janitor's Closet 4183 East Hillsborough Tampa FL 336 6,900 10 Janitor's Warehouse 3910 Gattis School Road Round Rock TX 786 17,500 64 Johnston Supply 2 Eagle Drive Auburn 130 130,000 NY 21 132 Johnston Supply 2121 West Genesee Street Road Auburn NY 30,000 01 58 Columbous Street 132 Johnston Supply Auburn NY 5,000 01 230 Johnston Supply 12075 Harley Club Drive Ashland VA 50,221 05 113 25,000 **Knight Marketing** 46-50 54th Ave Maspeth NY 78 **KSS Enterprises** 208 E Sample St South Bend IN 466 5,000 01 Grand Haven 494 2,000 **KSS Enterprises** 16828 Hayes St MI 17 495 **KSS Enterprises** 410 44th St SW a **Grand Rapids** 9,953 MI 48 Houghton Lake **KSS Enterprises** 1366 Heights view Dr MI 486 4,000 Heights 30 492 **KSS Enterprises** 132 W Pearl St Jackson MI 12,000 01 **KSS Enterprises** 3251 South Dr m 129 Sault Ste. Marie 497 3,000 MI 83 **KSS Enterprises** 3170 Christy Way Suite 4 486 4,500 Saginaw MI

1012 Ken-O-Sha Industrial Dr SE

03

495

80

31,000

MI

**Grand Rapids** 

**KSS Enterprises** 

Appendix B – OMNIA Partners Exhibits **KSS Enterprises** 4600 James Savage Rd Midland 486 14,700 MI 42 495 **KSS Enterprises** 1601 Steele Ave SW **Grand Rapids** MI 62,950 07 481 **KSS** Enterprises 46001 Five Mile Rd Plymouth MI 23,500 70 39133 Webb Dr Westland 481 35,000 **KSS Enterprises** MI 85 490 **KSS Enterprises** 5053 Sports Dr Kalamazoo MI 86,000 09 4644 U.S. 31 N 496 40.000 **KSS** Enterprises **Traverse City** MI 85 497 **KSS Enterprises** 2861 U.S. 31 N Alanson MI 7,000 06 490 **KSS Enterprises** Kalamazoo Storage Building Kalamazoo MI 7,000 09 **KSS Enterprises** 422 Bacon St Dayton ОН 454 45,000 02 436 **KSS Enterprises** 5405 Telegraph Rd Toledo ОН 34,500 12 MASSCO 551 East 77th St North Park City 671 61,136 47 641 MASSCO 1200 Erie Street Kansas City MO 35,922 16 2401 South Council Road Oklahoma City OK 731 MASSCO 38,100 28 740 MASSCO 2604 N Hemlock Circle **Broken Arrow** OK 25,056 12 Millenium Packaging & 4829 Eisenhauer Road Ste 805 San Antonio ΤX 782 73,142 Distribution 18 Millenium Packaging & 10634 Tanner Road Ste 100 Houston TX 770 89,060 Distribution 41 Millennium Packaging & 2400 East 20 Arlington ΤX 760 89,000 Distribution 18 Millennium Packaging & 1510 Cornerway Blvd San Antonio TX 782 44,000 Distribution 19 Mission Janitorial 9292 Activity Road San Diego CA 921 40,320 26 Mooney General Paper 1451 Chestnut Ave Hillside NJ 720 64,645 5 North American 2101 Claire Court Glenview ΙL 600 270,000 25

NA Chicago NA 3PL

7695 South 5th Ave

11 Norfolk Street

5004 Dowdel Ave

Chicago

Pocatello

Mansfield

Rohnert Park

ID

MA

CA

832

04

204

8 949

28

10,000

83,592

89,896

North American

Nevco

**NEXTGEN** 

North Bay Industries

Appendix B – OMN	IIA Partners Exhibits				
Northwoods	4415 S Taylor Dr	Sheboygan	WI	530 81	36,712
Penn Paper	215 Vine St	Scranton	PA	185 01	125,000
Penn Paper	225 Vine St.	Scranton	PA	185 03	
Penn Paper	Rear Vine Ste Parking Lot	Scranton	PA	185 03	
PFS Sales	4701 Beryl Road	Raleigh	NC	276 06	33,000
Penn Jersey Paper	9101 Yellow Brick Road	Rosedale	MD	212 37	48,145
Penn Jersey Paper	9355 Blue Grass Road	Philadelphia	PA	191 14	255,000
Qualmax	60 Grant Avenue	Carteret	NJ	700	40,755
Royal Paper	7799 Marathon Drive	Livermore	CA	945 50	16,000
Royal Paper	10232 Palm Drive	Santa Fe Springs	CA	906 70	60,067
Royal Paper	1319 Alvarez Road Suite 110	Jacksonville	FL	322 18	18,000
Royal Paper	3701 South 20th Avenue Unit 100	Dallas Fort Worth	TX	760 39	30,344
Royal Paper	16245 West Beloit Road	New Berlin	WI	531 51	28,312
Southeastern Paper Group	3850 Port Jacksonville Parkway	Jacksonville	FL	322 26	78,361
Southeastern Paper Group	7080 Havertys Way	Lakeland	FL	338 05	80,000
Southeastern Paper Group	4040 S. State Road 7, Suite 100	Dania Beach	FL	333 14	75,592
Southeastern Paper Group	625 GA Why	Vidalia	GA	304 70	
Southeastern Paper Group	1626 Liberty Expressway	Albany	GA	317 05	5,000
Southeastern Paper Group	2400 Sullivan Road	College Park	GA	303 37	420,000
Southeastern Paper Group	6201 Corporate Park Drive	Brown Summit	NC	272 14	225,000
Southeastern Paper Group	50 Old Blackstock Road	Spartanburg	SC	293 01	262,000
Southeastern Paper Group	SEPG Trailers of Storage in SEPG Spartanburg	Spartanburg	SC	293 01	
Sierra Supply & Packaging	14174 Highway 31	Tyler	TX	757 09	15,000
Sigma Supply	810 South 28th Street	Van Buren	AR	729 56	100,000
Sigma Supply	5000 Burrough Road	Fort Smith	AR	729 16	90,000

Sigma Supply	NIA Partners Exhibits 824 Mid America Blvd	Hot Springs	AR	719	138,0
				13	
Sigma Supply	301 Mid America Blvd	Hot Springs	AR	719 13	102,0
Sigma Supply	3770 Malvern Road	Hot Springs	AR	719 01	50,0
Sigma Supply	7701 Industry Drive North	Little Rock	AR	721 17	43,0
Sigma Supply	1201 Highway 49B	Paragould	AR	724 50	30,0
Sigma Supply	4020 McCollum Court	Louisville	KY	402 18	
Sigma Supply	7199 Al Bourland Drive	Shreveport	LA	711 29	105,0
Sigma Supply	274 Nelson St	Hurlock	MD	216 43	
Sigma Supply	1 Sigma Drive	Lake Cormorant	MS	386	198,
				41	
Sigma Supply	2001 Nicholas St	Omaha	NE	681 02	
Sigma Supply	2821 N. Marion Drive Suite 101	Las Vegas	NV	891 15	79,4
Sigma Supply	11301 Partnership Drive, Suite B	Oklahoma City	ОК	731 31	37,6
Sigma Supply	8831 East Pine Street	Tulsa	ОК	741 15	80,0
Sigma Supply	845 Rosewood Drive	Columbia	SC	292 01	79,0
Sigma Supply	1111 Cecil Road	Florence	SC	295 01	55,0
Sigma Supply	1 Averitt Express Dr	Nashville	TN	372 11	
Sigma Supply	2020 Greens Road	Houston	TX	770 32	41,0
Sigma Supply	1249 Avenue R	Grand Prairie	TX	750 50	33,0
				1 1	
Sigma Supply	1414 West Carrier Parkway	Grand Prairie	TX	750 50	110,

949 West Oakdale Rd

1806 Richmond HWY

2400 Industrial Way

34 East Court

5299 W. Center Street

38

750

50

232

24

836

0

329

04 475

46

75,000

29,894

56,000

TX

VA

NJ

FL

IN

**Grand Prairie** 

Richmond

Vineland

West Melbourne

Jasper

Version January 12, 2024

Sigma Supply

Sigma Supply

South Jersey Paper

**Products** 

Southern Janitor Supply

Sunbelt

Appendix B – OMNIA Partners Exhibits				
Sunbelt	149 West Egg Farm			

Appendix B – Olvinia	N Partners Exhibits				
Sunbelt	149 West Egg Farm	Johnsonville	SC	295 55	66,723
Swish White River	7826 Park Place	York	SC	297 45	25,558
Swish White River	160 South Turnpike Road	Wallingford	СТ	649 2	3,000
Swish White River	1118 Route 14	Hartford	VT	500 1	47,000
Swish White River	1366 Marshall Ave	Williston	VT	549 5	4,000
Topmost Chemical & Paper	3394 Winchester Road	Memphis	TN	381 18	43,764
Valley Janitorial Supply	400 S. Second Street	Hamilton	ОН	450 11	37,252
Valley Janitorial Supply	401 S 3rd Street	Hamilton	ОН	450 11	
Vasoking	C. 5 Nte 805, Cd Industrial 22444	Tijuana	ВС		69,000
Walter Industrial & Supply	495 East 62nd Ave Ste 200	Denver	СО	802 16	38,378
Waxie Sanitary Supply	975 Van Horn Road	Fairbanks	AK	997 01	3,200
Waxie Sanitary Supply	4005 Spenard Road	Anchorage	AK	995 17	17,900
Waxie Sanitary Supply	355 South Euclid Avenue	Tucson	AZ	857 19	7,400
Waxie Sanitary Supply	4136 East McDowell Road	Mesa	AZ	852 15	100,677
Waxie Sanitary Supply	72-080 Woburn Court	Thousand Palms	CA	922 76	5,904
Waxie Sanitary Supply	2421 Del Monte Street	West Sacramento	CA	956 91	72,000
Waxie Sanitary Supply	419 Nelo Street	Santa Clara	CA	950 54	5,525
Waxie Sanitary Supply	9353 Waxie Way	San Diego	CA	921 23	114,318
Waxie Sanitary Supply	3220 South Fairview Street	Santa Ana	CA	927 04	78,517
Waxie Sanitary Supply	905 North Wineville	Ontario	CA	917 64	138,638
Waxie Sanitary Supply	901 North Canyons Parkway	Livermore	CA	945 50	82,550
Waxie Sanitary Supply	198 East Ross Road	El Centro	CA	922 43	6,100
Waxie Sanitary Supply	WAXIE 16x Sea Containers	San Diego	CA	921 23	
Waxie Sanitary Supply	2180 Victor Place	Colorado Springs	СО	809 15	8,256
Waxie Sanitary Supply	1910 North Gun Club Road	Aurora	СО	800 19	61,611

Waxie Sanitary Supply	1359 E. Commerce Way	Idaho Falls	ID	834	8,600
				01	
Waxie Sanitary Supply	6663 S. Eisenman	Boise	ID	837	10,368
				16	
Waxie Sanitary Supply	9180 East 35th Street North	Wichita	KS	672	51,212
				26	
Waxie Sanitary Supply	277 East Pilot Road	Las Vegas	NV	891	39,746
				19	
Waxie Sanitary Supply	4772 NE 190th Lane	Gresham	OR	972	11,082
				30	
Waxie Sanitary Supply	5107 West 1730 South	Salt Lake City	UT	841	86,881
				04	
Waxie Sanitary Supply	18314 80th Place South	Kent	WA	980	79,560
				32	
Waxie Sanitary Supply	3808 N. Sullivan Road	Spokane Valley	WA	992	4,000
				16	
Waxie Sanitary Supply	321 N Old Highway 91	Hurricane	UT	847	
				37	
Weiss Bros.	18038 Oak Ridge Drive	Hagerstown	MD	217	72,000
			•		
				40	
YPV Distribution, Inc	825 E 26th Street	LaGrange Park	IL	605	156,000
				26	

#### 4.2 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

  BradyPLUS
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as

well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners

#### 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 BradyPLUS website https://www.bradyplus.com/omnia-partners

- Share contract details with BradyPLUS affiliates and suppliers
- Schedule roll-out meetings to discuss contract details and expectations.
- New product and pricing schedules shared with all Sales, Management, Customer Service, National Accounts, etc.
- Design, publication, and distribution of co-branded marketing materials.
- Add marketing materials, as they become available, to OMNIA Partners microsite
- Meet and discuss strategy and execution of new contract with our Business Development Partner
- Update the OMNIA ISO team on updates and scope of contract as well as a new distributor listing by state.

#### Phase II - Days 45-90 and beyond

- Add marketing materials, as they become available, to OMNIA Partners microsite for BradyPLUS.
- 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 the supplier. In addition, supplier commits to promote and marketing OMNIA Partner's contract at tradeshows and conferences both regionally and nationally.
- Work with OMNIA sales team 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.
- Participating Public Agencies, existing BradyPLUS Public Agency customers, as well as prospective Public Agencies nationwide throughout Master Agreement's term. This includes case studies, collateral pieces, presentations, promotions, etc.
- Look at targeting current public sector customers that are not utilizing cooperatives today
- Look at targeting new customers in untapped markets using our Power BI tools, target lists and OMNIA Connect.
- \* Add marketing materials, as they become available, to OMNIA Partners microsite for BradyPLUS.

This contract has been and will be our primary go-to-market strategy for public sector. The BradyPLUS Affiliates will work together with OMNIA Partners to focus on end user calls, strategy planning, and additional training. The experience of our sales team will allow us to hit the ground running and reduce ramp-up time.

#### **Exhibit M: OMNIA Partners Sell Sheet**

#### Target activities ongoing throughout the year

- Training module (Bootcamp 101) for our sellers both in cooperative use and the OMNIA contract
- Virtual trainings provided to all sales on the OMNIA connect tool with each Sales Associate, Sales Administrator, Management and Customer Service having individual access to the tool.
- Multiple marketing campaigns throughout the year with suppliers to targeted agencies.
- Participate in OMNIA Connections as well as national events such as NIGP.
- Conduct business reviews with OMNIA and Region 14ESC to ensure continued alignment on growth and strategy throughout the year.
- Engage suppliers resulting in targeted sales activities and specific marketing campaigns.
- "C" level engagement ongoing.
- Share best practices among our 1500 sellers.
- Look at targeting new customers in untapped markets using our Power BI tools, target lists and OMNIA Connect.
  - D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

BradyPLUS continuously looks at ways to provide additional value and savings to our customers. We also find huge value in ensuring that our customers are adopting a national cooperative that prides itself on its lead agencies and the solicitation process. We will therefore always offer this contract as our go to strategy and transition customers to this contract when it is in their best interest and within their individual policies and procedures. BradyPLUS can offer significant experience marketing this contract as well as transitioning accounts to OMNIA. Our sales team has extensive knowledge on OMNIA and national cooperatives and uses this contract in discussions regularly with customers on how to procure products.

Today BradyPLUS services over 5,000 public sector customers with over 15,000 Ship-to locations on this contract and it is the single largest contract we have available today.

We participate in national cooperatives, regional cooperatives, and state contracts. BradyPLUS has been competitively awarded and very successfully implemented JanSan contracts with the States of Utah, South Carolina, Georgia, Oregon, Washington, Utah, Alaska, CMAS, Nevada and Arizona, Massachusetts. We also have cooperative contracts with Mohave, 1GPA, and NASPO as well as regional educational cooperative agreements with MISBO, North County Consortium, IPHEC, and FCCC. We strategically pick contracts to participate in based on scope of products or procedures/policies of our agencies that can often require contracts to have specific requirements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees

to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

#### BradyPLUS understands and will compile with request.

- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
  - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive

#### BradyPLUS understands and will compile with request.

- G. 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
  - iv. Knowledge of benefits of the use of cooperative contracts

#### BradyPLUS understands and will compile with request.

- H. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support

Jeff Roberts, Chief Revenue Officer jeff.roberts@envoysolutions.com (858) 292-8111 x 600

Steve Thomas, Executive VP – National Accounts Steve.thomas@envoysolutions.com (858) 292-8111 x 620

ii. Marketing

#### lan Gresham, Chief Marketing Officer

lan.gresham@envoysolutions.com (216) 318-2179

Trent Fitzgerald, Director of Brand and Media Communications trent.fitzgerald@envoysolutions.com (858) 292-8111 x 782

iii. Sales

Amanda Parent, Senior Director of National Accounts, Public Sector amanda.parent@envoysolutions.com (619) 606-6100

Michael Gregus, Director of National Accounts, Public Sector, West Michael.gregus@envoysolutions.com (858) 239-8997

Tina Woods, Manager of National Accounts, Public Sector, Northeast/Mid-Atlantic

Tina.woods@envoysolutions.com

Bianca Lopez, Manager of National Accounts, Public Sector, Central Bianca.Lopez@envoysolutions.com

iv. Sales Support

**Gretzen Perez, National Accounts Specialist** 

Gretzen.perez@envoysolutions.com (858) 300-2879

Greg Jones , National Account Manager – Specialist greg.jones@envoysolutions.com (858) 292-8111 Ext. 626

v. Financial Reporting

**Gretzen Perez, National Accounts Specialist** 

Gretzen.perez@envoysolutions.com (858) 300-2879

# Greg Jones , National Account Manager – Specialist greg.jones@envoysolutions.com (858) 292-8111 Ext. 626

vi. Accounts Payable

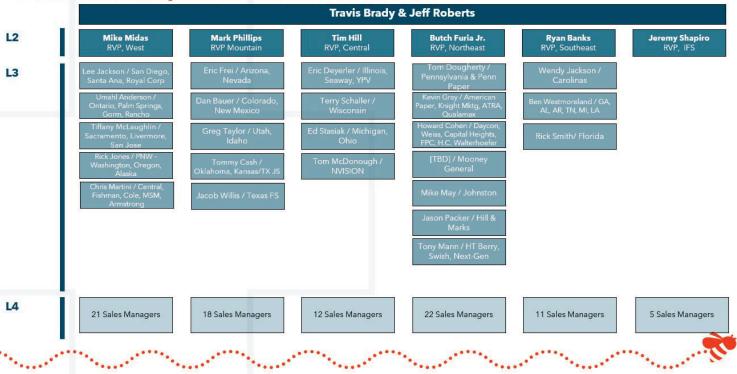
\*Each affiliate has their own Accounts Payable department that will handle invoicing.

vii. Contracts

Amanda Parent, Senior Director of National Accounts, Public Sector amanda.parent@envoysolutions.com (619) 606-6100

I. 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.

### Commercial | Go-forward structure



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

BradyPLUS's family of Affiliates bring diverse perspectives to cooperative contracts that foster innovation and creativity to help drive success. Participating Agencies will

have access to familiar local expertise through our Affiliates, which enables greater responsiveness to a new cooperative contract. Through collaboration, combining expertise and sharing resources, BradyPLUS delivers the level of control and flexibility required to be agile and adaptable to grow and service a national program.

J. 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.

BradyPLUS' Senior National Accounts Director, along with the National Accounts Director and Managers, will generate target lists with location and department level detail, using BI software in conjunction with OMNIA Connect Tool. BradyPLUS Senior Director of National Accounts will schedule launch meetings at BradyPLUS distribution centers, within 30 days of award, to share target information, and to introduce BradyPLUS sellers to OMNIA Partners sellers. Sellers can coordinate schedules to either create joint sales calls or to divide workload, as appropriate.

Efforts will be tracked within BradyPLUS via CRM software. BradyPLUS Senior Director of National Accounts will maintain regular communication with OMNIA Partners' Partner Development to monitor and direct continued efforts. Our Affiliate sales reps will be trained to align with an OMNIA seller and the team then identifies targets to pursue in their local markets. This practice of targeting opportunities in the local market provides direction to the sellers to pursue relevant opportunities with significant upside.

BradyPLUS will coordinate our targeting activities with supplier partners who assist in developing co-branded marketing pieces. All sellers are held responsible for reporting 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.

BradyPLUS and WAXIE have been long-time partners of OMNIA contracts. The Senior Director for BradyPLUS already has monthly meetings with OMNIA to discuss strategy, training, etc. for growth. BradyPLUS has previously participated in several OMNIA events to include OMNIA connection, this helped us better connect with all levels of the OMNIA sales team as well as leadership to drive strategy. We also hold a meeting yearly to discuss direction of sales on the contract, how to better connect and interact with OMNIA departments and learn new techniques for growing together. In the past we have partnered with the OMNIA local sales rep to identify targets we have in common. We also have created web pages, sell sheets and represent OMNIA at all local sales conferences and tradeshows, both nationally and regionally. BradyPLUS Affiliates will provide training to all sales representatives based on the terms of the contract and the use of cooperatives across the U.S. We use this training in conjunction with target lists to best equip our team for successful onboarding of new accounts.

K. 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.

We are unable to provide confidential information related to our customers. Our customers trust us to diligently safeguard and protect their records and information as responsible stewards of their data.

L. 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.

BradyPLUS has a number of different web-based solutions to support order fulfillment. Our main tool is our full-featured online ordering website. Our online website contains real time pricing, product availability, historical order lookup, contract price lists, product images, extended product descriptions, and SDS (formerly MSDS) sheets. Additionally, our websites contain advanced functionality of ship-to level budgeting through 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 with cut off times varying by location. A second tool available to customers is the ability for our affiliates to handle Punch Out functionality. Most of our affiliates have this capability and will by set up as requested by customers and based on the size and scope of the account. This functionality allows a customer to access the affiliates online ordering website through a cXML-based integration between the customer's system and our web servers. The Punch Out protocol ensures the customer's backend systems have visibility to the items being ordered and the expected delivery dates.

BradyPLUS also offers traditional EDI, email, fax/facsimile, and phone alternatives for customers to place their orders.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ 00 in year one
\$ 00 in year two
\$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Since there is no requirement that the lead agent or any public entities must purchase from this contract and as there may be multiple awardees to this RFP, BradyPLUS does not wish to guarantee sales.

N. 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).
- 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 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).
- 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.

Please refer to our pricing proposal and submitted catalog based on discount from list.

Detail Supplier's strategies under these options when responding to a solicitation.

## **Exhibit B Administration Agreement, Example**

ADMINISTRATION AGREEMENT
THIS ADMINISTRATION AGREEMENT (this " <u>Agreement</u> ") is made this day of 20, between OMNIA Partners, Public Sector, Inc., a Delaware corporation (" <u>OMNIA Partners</u> "), and (" <u>Supplier</u> ").
RECITALS
WHEREAS, the
WHEREAS, said Master Agreement provides that any or all public agencies, including star 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 registe (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;
WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;
WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;
WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and
WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.
NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

#### **DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

#### TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.
- 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
- 6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
- 7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "Data Regulations").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

#### TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3-8 and 11-22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

#### NATIONAL PROMOTION

- 10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (<a href="www.omniapartners.com/publicsector">www.omniapartners.com/publicsector</a>) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier

shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

#### ADMINISTRATIVE FEE, REPORTING & PAYMENT

- 12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
- 13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("<u>Contract Sales Report</u>"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials

reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

#### **GENERAL PROVISIONS**

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

#### A. OMNIA Partners:

OMNIA Partners 5001 Aspen Grove Franklin, TN 37067

Attention: Legal Department - Public Sector Contracting

В.	Sup	plier:				

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
- 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	OMNIA PARTNERS, PUBLIC SECTOR, INC.
Signature	Signature
	Sarah Vavra
Name	Name
	Sr. Vice President, Public Sector
	Contracting
Title	Title
Date	Date

Appendix B – OMNIA Partners Exhibits

### 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 OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a V.S. Communities; and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "OMNIA Partners"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("Participating Public Agencies") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "OMNIA Partners Parties") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

#### RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "Master Agreements" (herein so called) to provide a variety of goods, products and services ("Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

- 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(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and

incentives.

- 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; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
- 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 ("<u>GPO</u>") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "<u>Procuring Party</u>") that procure Products through any Master Agreement or GPO Product supply agreement (each a "<u>GPO Contract</u>") will make timely payments to the distributor, manufacturer or other vendor (collectively, "<u>Supplier</u>") 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

# Appendix B – OMNIA Partners Exhibits 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 website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies: OMNIA PARTNERS, PUBLIC SECTOR, INC.
Authorized Signature	Signature Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Appendix B – OMNIA Partners Exhibits

# Exhibit D Principal Procurement Agency Certificate, Example

## PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate. I hereby acknowledge, in my capacity as \_ of and on behalf of [PPA Name] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners. I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency. Authorized Signature, [PPA Name] Signature Name Title Date Exhibit E

**Contract Sales Reporting Template** 

Contract Sales Report submitted electronically in Microsoft Excel:

## $Appendix \ B-OMNIA \ Partners \ Exhibits$

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Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
- 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	OMNIA PARTNERS, PUBLIC SECTOR, INC.
Signature Steve Thomas	Signature Sarah Vavra
Name	Name
	Sr. Vice President, Public Sector
Senior VP National Accounts	Contracting
Title 04/01/2024	Title
Date	Date

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(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does supplier agree? YES supplier

\_Initials of Authorized Representative of

(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 Supplier as detailed in the terms of the contract.

Does supplier agree? supplier \_Initials of Authorized Representative of

(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 supplier agree to abide by the above? YES supplier

\_Initials of Authorized Representative of

(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 subgrapts for construction or repair, supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does supplier agree? YES supplier

\_Initials of Authorized Representative of

(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, supplier certifies that supplier 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 supplier agree? YES supplier

\_Initials of Authorized Representative of

(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 supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does supplier agree? YES supplier

\_Initials of Authorized Representative of

(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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Supplier also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the supplier certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the supplier agrees to compry with all applicable requirements as referenced in Federal Rule (G) above.

Does supplier agree? YES

Initials of Authorized Representative of supplier

(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 supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier 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 supplier or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the supplier will notify the Participating Agency.

Does supplier agree? YES

Initials of Authorized Representative of supplier

(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 supplier 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 supplier 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does supplier agree? YES

Initials of Authorized Representative of

supplier

### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The supplier further certifies that supplier 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 supplier agree? YES supplier

Initials of Authorized Representative of

### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, supplier 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 supplier agree? YES supplier

Initials of Authorized Representative of

### 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, supplier 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. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or supplier must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

#### CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: 1

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: □

## FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: N

OR
Certificate of Non-Compliance with 49 USC §5323(j)(1) The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7. Check for YES:
Does supplier agree? YESInitials of Authorized Representative of supplier
Supplier's Name: _WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies
Fax Number:
Printed Name and Title of Authorized Representative: Steve Thomas - Service VP National Accounts  Email Address: sthomas@waxie.com  Signature of Authorized Representative:  Date: 04/01/2024

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

## 7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

- (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
- (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

- (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336	
Supplier agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access any documents, papers, or other records of supplier that are pertinent to supplier's discharge of its obligations under the Contra for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to supplier's personnel for the purpose of interview and discussion relating to such documents.	ct
Does supplier agree? YES	of
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS	
Supplier agrees that all contracts it awards pursuall to the Contract shall be bound by the foregoing terms and conditions.	
Does supplier agree? YESInitials of Authorized Representative supplier	of
COMMUNITY DEVELOPMENT BLOCK GRANTS	
Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may included Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of House and Urban Development. When such funding is provided, Supplier shall comply with all terms, conditions and requirement enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whicher is the more restrictive requirement. When using Federal Funding, Supplier shall comply with all wage and latest reporting provision of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	ing nts ver
Does supplier agree? YESInitials of Authorized Representative supplier	of
Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.  Supplier's Name: WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies	_
Address, City, State, and Zip Code: 9353 WAXIE way, San Diego, CA, 92123	
Version January 12, 2024	

## $Appendix \ B-OMNIA \ Partners \ Exhibits$

Phone Number: (800) 995-4466	Fax Number:
Printed Name and Title of Authorized Representative: Steve Thomas - Senior VP National Accounts	
Email Address: sthomas@waxie.com	213
Signature of Authorized Representative:	Date: 04/01/2024

certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

supplier agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.  WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS
Supplier's Name: companies
Address, City, State, and Zip Code: 9353 WAXIE way, San Diego, CA, 92123
Phone Number: (800) 995-4466 Fax Number:
Printed Name and Title of Authorized Representative: Steve Thomas - Senior VP National Accounts
Email Address: sthomas@waxie.com
Signature of Authorized Representative:
Date: 04/01/2024

# FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

### NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

#### FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

## **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

## **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

#### **Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.
- 2) The types of legal matters that require notification include, but are not limited to, a major dispute,

breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

## **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

## **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

#### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

## 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

#### 1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

## 1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for Version January 12, 2024

procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

#### 1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

#### 2. TERMINATION FOR CAUSE AND CONVENIENCE

- **Standard**. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- **b.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.

#### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- **a.** <u>Standard</u>. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
  - § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
  - 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
  - C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). <u>See 2</u> C.F.R. Part 200, Appendix II(C).

## **b.** Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-
  - 1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. <u>Construction Work</u>. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or

repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.
- **d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- **(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. <u>Standard</u>. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). <u>See</u> 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- **b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- **c.** Requirements. If applicable, the non-federal entity must do the following:
  - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
  - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and AssistedConstruction").

Suggested Language. The following provides a sample contract clause:

#### Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-
  - 3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

#### 5. COPELAND ANTI-KICKBACK ACT

- **a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- **b.** Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

## Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C.
   § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for

termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. <u>Standard</u>. Where applicable (<u>see 40 U.S.C. §§ 3701-3708</u>), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as

supplemented by Department of Labor regulations at 29 C.F.R. Part 5. <u>See 2 C.F.R. Part</u> 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

- b. <u>Applicability</u>. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - **c.** <u>Suggested Language</u>. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

## Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event ofany violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
- \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any

moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the Version January 12, 2024

clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

- **a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- **c.** <u>Funding Agreements Definition</u>. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. <u>Standard</u>. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. <u>See</u> 2 C.F.R. Part 200, Appendix II(G).
- **b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of

amounts in excess of \$150,000 under a federalgrant.

**c.** <u>Suggested Language</u>. The following provides a sample contract clause.

#### Clean Air Act

 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## Federal Water Pollution Control Act

- 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 9. DEBARMENT AND SUSPENSION

- a. <u>Standard</u>. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
  - **b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
  - c. Requirements.
    - These regulations restrict awards, subawards, and contracts with certain parties

that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. <u>See</u> 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract

within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

- Specifically, a covered transaction includes the following contracts for goods or services:
  - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - 2. The contract requires the approval of FEMA, regardless of amount.
  - 3. The contract is for federally-required auditservices.
  - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of\$25,000.
- **d.** <u>Suggested Language</u>. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

## Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies
  - available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 10. BYRD ANTI-LOBBYING AMENDMENT

**a.** <u>Standard</u>. Each tier certifies to the tier above that it will not and has not used Federal Version January 12, 2024

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- **b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- Suggested Language.

## Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

## <u>APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING</u> Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-

LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
The Contractor,, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Data

#### 11. PROCUREMENT OF RECOVERED MATERIALS

- a. <u>Standard</u>. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. <u>See</u> 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- **b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### d. Suggested Language.

- In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2. Meeting contract performance requirements; or

- 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

<u>Applicability</u> For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

<u>Domestic Preference for Procurements</u> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

### 13. ACCESS TO RECORDS

a. <u>Standard</u>. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 14. CHANGES

- a. <u>Standard</u>. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. <u>Applicability</u>. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 15. DHS SEAL, LOGO, AND FLAGS

- a. <u>Standard</u>. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. <u>Standard</u>. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. <u>Standard</u>. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. <u>Standard</u>. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Version January 12, 2024

# FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

### NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

- (1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

- (1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- (2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(I) on the contractor, to the extent the Federal Government deems appropriate.
- (3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **ACCESS TO RECORDS AND REPORTS**

- (1) <u>Record Retention</u>. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (3) <u>Access to Records</u>. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (4) <u>Access to the Sites of Performance</u>. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### **FEDERAL CHANGES**

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) <u>Permit</u> any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

#### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) <u>Nondiscrimination</u> – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans

with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- (2) <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the underlying contract:
  - (a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) **Age** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) **Disabilities** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **INCORPORATION OF FTA 4220.1F TERMS**

- (1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- (2) <u>Flow Down</u> The incorporation of FTA terms has unlimited flow down. Version January 12, 2024

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.
- 7) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

### SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the

#### **CARGO PREFERENCE REQUIREMENTS**

## Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).
- 3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

#### **FLY AMERICA**

## Fly America Requirements:

- 1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- 3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.SFlag Air Carriers
International air transportation of persons (and their personal effects) or property by U.Sflag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
Stated Reason(s):
<del></del>

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

### RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

#### CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

## When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

## ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## SAFE OPERATION OF MOTOR VEHICLES

- 1) Seat Belt Use The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, companyrented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) Distracted Driver The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

#### **FTA PROTEST NOTIFICATION**

# A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

- 1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.
- 2) A protest shall include:
  - a. The name, address, and telephone number, including FAX number if available, of the protestor;
  - b. The signature of the protestor or authorized representative;
  - c. Identification of the contract/solicitation;
  - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
  - e. The form of relief requested.
- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all Version January 12, 2024

interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:
  - a. The items to be procured are urgently required;
  - b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
  - c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
- 8) FTA will only entertain a protest that alleges:
  - a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
  - b. Violations of Federal law or regulation.
- 9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

## **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 statues. All suppliers submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the supplier's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

  DOC #1

#### STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Nar	ame of Organization:	
	-	
Org	ganization Address:	
Pai	art I Check the box that represents the type of business organization:	
	Sole Proprietorship (skip Parts II and III, execute certification in Part IV)	
	Version January 12, 2024	
Pal	art I Check the box that represents the type of business organization:  Sole Proprietorship (skip Parts II and III, execute certification in Part IV)	

## <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

#### Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Thomas	Title:	Senior VP National Accounts
Signature:	astila	Date:	04/01/2024

Appendix B – OMNIA Partners Exhibits
NON-COLLUSION AFFIDAVIT
State of New Jersey CA & Jonus
County of SAN Diegs ss:
1, A. Stevenson / homas San Diego
in the County of SAN Dieg and State of a County of San Offull
age, being duly sworn according to law on my oath depose and say that:
I am Sn VP National Accts of the firm of Waxies But LLC (title or position)
the bidder making this Proposal for the bid
entitled RFP 24-5824 , and that I executed the said proposal with
(title of bid proposal) full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that theReal of
relies upon the truth of the statements contained in said Proposal
(name of contracting unit) and in the statements contained in this affidavit in awarding the contract for the said project.
and in the statements contained in this arridavit in awarding the contract for the said project.
I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
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 WAXIE'S BUTTO PRISES LLC  Subscribed and sworn to
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 WAXIE'S BUTTOMISSES LLC  Subscribed and sworn to before me this day
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 WAXIE'S BUTTOM SUBSCRIBES LLC  Subscribed and sworn to  before me this day  Signature
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 WAXIE'S BATEN PRISES LLC  Subscribed and sworn to  before me this day  A. Stevenson I was a subscribed with the subscribed and sworn to subsc
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Subscribed and sworn to  before me this day  14 100/  15 100 100 100 100 100 100 100 100 100 1
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 WAXIE'S BUTCHES LLC  Subscribed and sworn to before me this day  Notary public of Call Forms  My Commission expires 731 202 7  (Seal)
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by  Subscribed and sworn to  before me this day  A. Stevenson  Type or print name of affiant under signature)  My Commission expires 7/31/2027
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 WAXIE'S BUTCHES LLC  Subscribed and sworn to before me this day  Notary public of Call Forms  My Commission expires 731 202 7  (Seal)

#### DOC#3

#### AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS

Company Name: companies

Street: 9353 WAXIE Way

City, State, Zip Code: San Diego, CA, 92123

#### Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

#### Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

#### Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

#### Public Work - Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- 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.

Authorized Signature and Title | A

04/01/2024

Date

Version January 12, 2024

DOC #4, continued

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

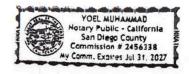
Required Pursuant to N.J.S.A. 19:44A-20.26

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.

	WAXIE's Ent	terprises, LLC, and	its affiliates. B	radvPlus com	panies
Address: 938	53 WAXIE Way				
City: San Di		State: CA	Zip: 9212	23	
	provisions of N.	certify, hereby certify J.S.A. 19:44A-20.2 ve Thomas Printed Name	6 and as repres	sented by the Ir	
	Part II	- Contrib	ıtion Di	sclosure	
political contribut	ions (more than the governmen		cycle) over the	he 12 months	st include all reportal prior to submission t cal unit.
7 01 11 :01	the first the second	11 11 1 1 1 0	0.00		
		ided in electronic for		Data	Dollar Amount
Check here if d		ided in electronic for Recipient N		Date	Dollar Amount
				Date	Dollar Amount
				Date	

#### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:	
	below contains the names and home addresses of all stockholders e of the issued and outstanding stock of the undersigned.  OR
I certify that no one the undersigned.	stockholder owns 10% or more of the issued and outstanding stock of
Check the box that repre	sents the type of business organization:
Partnership	Corporation Sole Proprietorship
Limited Partnership	Limited Liability Corporation Limited Liability Partnership
Subchapter S Corporat	ion
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 thi	s D2 Gay of April.
_	A Stoubusen In mas
My Commission expires: 07 /	31/24 Syptim name & title of attigate Access.  (Corporate Seal)



#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, 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.

#### CHECK, THE APPROPRIATE BOX

entities determined to be engaged in prohibited activ	2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bide affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List vities in Iran, Russia or Belarus.
OR	
Jersey Department of the Treasury's Chapter 25 L	Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the N ist. I will provide a detailed, accurate and precise description of the activities of r affiliates, has engaged in regarding investment activities in Iran by completing t
Entity Engaged in Investment Activities	
Duration of Engagement	
Anticipated Cessation Date	
CERTIFICATION	Attach Additional Sheets If Necessary.
I, the undersigned, certify that I am authorized to e information and any attachments hereto, to the be ACUA is relying on the information contained her date of this certification through the completion of Agent in writing of any changes to the information make a false statement or misrepresentation in this under the law, and it will constitute a material breat to declare any contract(s) resulting from this certification.	(1)
I, the undersigned, certify that I am authorized to e information and any attachments hereto, to the be ACUA is relying on the information contained here date of this certification through the completion of Agent in writing of any changes to the information make a false statement or misrepresentation in this under the law, and it will constitute a material breat to declare any contract(s) resulting from this certification.	st of my knowledge are true and complete. I acknowledge that the rein, and that the Vendor is under a continuing obligation from the any contract(s) with the ACUA to notify the Qualified Purchasing on contained herein; that I am aware that it is a criminal offense to s certification. If I do so, I will be subject to criminal prosecution ch of my agreement(s) with the ACUA
I, the undersigned, certify that I am authorized to e information and any attachments hereto, to the be ACUA is relying on the information contained her date of this certification through the completion of Agent in writing of any changes to the information make a false statement or misrepresentation in this under the law, and it will constitute a material breat to declare any contract(s) resulting from this certification.	st of my knowledge are true and complete. I acknowledge that the rein, and that the Vendor is under a continuing obligation from the any contract(s) with the ACUA to notify the Qualified Purchasing on contained herein; that I am aware that it is a criminal offense to a certification. If I do so, I will be subject to criminal prosecution ch of my agreement(s) with the ACUA, I am permitting the ACUA fication void and unenforceable.
I, the undersigned, certify that I am authorized to e information and any attachments hereto, to the be ACUA is relying on the information contained here date of this certification through the completion of Agent in writing of any changes to the information make a false statement or misrepresentation in this under the law, and it will constitute a material breat to declare any contract(s) resulting from this certification.  Steve Thomas  Printed Name of Authorized Agent	st of my knowledge are true and complete. I acknowledge that the rein, and that the Vendor is under a continuing obligation from the range contract(s) with the ACUA to notify the Qualified Purchasing on contained herein; that I am aware that it is a criminal offense to secretification. If I do so, I will be subject to criminal prosecution ch of my agreement(s) with the ACUA ication void and unenforceable.  Signature of Authorized Agent
I, the undersigned, certify that I am authorized to e information and any attachments hereto, to the be ACUA is relying on the information contained here date of this certification through the completion of Agent in writing of any changes to the information make a false statement or misrepresentation in this under the law, and it will constitute a material breat to declare any contract(s) resulting from this certification.  Steve Thomas  Printed Name of Authorized Agent  Senior VP National Accounts	st of my knowledge are true and complete. I acknowledge that the rein, and that the Vendor is under a continuing obligation from the rany contract(s) with the ACUA to notify the Qualified Purchasing on contained herein; that I am aware that it is a criminal offense to s certification. If I do so, I will be subject to criminal prosecution ch of my agreement(s) with the ACUA ication void and unenforceable.  Signature of Authorized Agent  04/01/2024  Date

Version January 12, 2024

#### EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

#### **EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract\_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Steve Thomas Title: Senior VP National Accounts

Signature: Date: 04/01/2024

#### MACBRIDE-PRINCIPLES



#### STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

#### DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

WAXIE's Enterprises, LLC,

and its affiliates,

BID SOLICITATION #:

1-24-5824

VENDOR/BIDDER: BradyPLUS companies

#### VENDOR'S/BIDDER'S REQUIREMENT

#### TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

#### CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

#### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of pay agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be vold and unenforceable.

Signature

04/01/2024

Date

Steve Thomas - Senior VP National Accounts

Print Name and Title

Certification 7435

#### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2027

AMERICAN PAPER AND SUPPLY COMPANY 10 INDUSTRIAL ROAD

CARLSTADT NJ 07072

ELIZABETH MAHER MUOIO
State Treasurer

Certification 7431

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

ATRA JANITORIAL SUPPLY CO 220 WEST PARKWAY BLDG B POMPTON PLAINS NJ 0744

ELIZABETH MAHER MUOIO

State Treasurer

James J. Fruscione Director New Jersey Division of Revenue

#### STATE OF NEW JERSEY **BUSINESS REGISTRATION CERTIFICATE**

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252

TAXPAYER NAME:

AMERICAN PAPER TOWEL CO., L.L.C.

TAXPAYER
AMERICAN
ADDRESS:
10 INDUSTE
CARSDTAD
EFFECTIVE
08/01/02 10 INDUSTRIAL ROAD **CARSDTADT NJ 07072-1613** EFFECTIVE DATE:

TRADE NAME:

SEQUENCE NUMBER:

0926738

ISSUANCE DATE:

04/05/16

Director New Jersey Division of Revenue



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ATRA JANITORIAL SUPPLY CO., LLC

Trade Name:

Address: 220 WEST PARKWAY UNIT 6 & 7

POMPTON PLAINS, NJ 07444

Certificate Number: 2793105

Effective Date: November 21, 2022

**Date of Issuance:** January 18, 2023

For Office Use Only:

20230118110650043

Appendix B – OMNIA Partners Exhibits	
Signature	Date
Print Name and Title	
Exhib	it H
Advertising Compliance	ance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

#### Nationwide:

State of Alabama	State of Hawaii	Commonwealth of	State of New Mexico	State of South
		Massachusetts		Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S Territories			

Lists of political subdivisions and local governments in the above referenced states / districts and territories may be found at <a href="http://www.usa.gov/state-governments">http://www.usa.gov/state-governments</a> and <a href="https://www.usa.gov/state-governments">https://www.usa.gov/state-governments</a> and <a href="https://www.usa.gov/state-gov/stat

Certain Public Agencies and Political Subdivisions:

### CITIES, TOWNS, VILLAGES AND BOROUGHS 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

 $\hbox{CITY OF FOREST GROVE, OR CITY OF GOLD HILL,}\\$ 

OR

CITY OF **GRANTS** PASS, OR CITY OF GRESHAM, OR CITY OF HILLSBOR O, OR CITY OF **INDEPEND** ENCE, OR CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA CITY OF LA GRANDE, OR CITY OF LAFAYETT E. LA CITY

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 CITES 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 THE UD2 SIT

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

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

COTTON WOOD	MOUNTAIN, UT EAST CARBON, UT ELK
HEIGHTS,	RIDGE, UT
UT	ELMO, UT
DANIEL,	ELSINORE, UT
UT	ELWOOD, UT
D	EMERY, UT
E	ENOCH, UT
L	ENTERPRISE, UT
T	EPHRAIM, UT
A	ESCALANTE, UT
,	EUREKA, UT
U	FAIRFIELD, UT
T	FAIRVIEW, UT
D	FARMINGTON, UT
E	FARR WEST, UT
W	FAYETTE, UT
E	FERRON, UT
Y	FIELDING, UT
V	FILLMORE, UT
I	FOUNTAIN GREEN, UT
L	FRANCIS, UT
L	FRUIT HEIGHTS, UT
E	GARDEN CITY, UT
,	GARLAND, UT
Ü	GENOLA, UT
T	GLENDALE, UT
D	GLENWOOD, UT
R	GOSHEN, UT
A	GRANTSVILLE, UT
P	GREEN RIVER, UT
E	GUNNISON, UT
R	HANKSVILLE, UT
C	HARRISVILLE, UT
I	HATCH, UT
T	
Y	HEBER CITY CORPORATION, UT
1	HELPER, UT
, U	HENEFER, UT
T	HENRIEVILLE, UT
D D	HERRIMAN, UT
U	HIDEOUT, UT
C	HIGHLAND, UT
	HILDALE, UT
H	HINCKLEY, UT
E S	HOLDEN, UT
	HOLLADAY, UT
N	HONEYVILLE, UT
E	HOOPER, UT
, II	HOWELL, UT
U	HUNTINGTON, UT
T	HUNTSVILLE, UT
E	CITY OF HURRICANE, UT
A	HYDE PARK, UT
G	HYRUM, UT
L	INDEPENDENCE, UT
E	IVINS, UT
YO GERMAN AND	KINGSTON, UT KOOSHAREM, UT
JOSEPH, UT	LA VERKIN, UT LAYTON, UT LEA
JUNCTION, UT	LEEDS LIT

KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSKIBILEINIST6, 2023

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

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

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, Version June 16, 2023

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, ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, AMITY FIRE DISTRICT, OR ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR APPLEGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, 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 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, 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, 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

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, 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

DELL BROGAN CEMETERY MAINTENANCE FARGO INTERCHANGE SERVICE DISTRICT, OR DISTRICT, OR FARMERS IRRIGATION DISTRICT, OR DEPOE BAY R.F.P.D., OR FAT ELK DRAINAGE DISTRICT, OR DESCHUTES COUNTY 911 SERVICE DISTRICT, OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR FERN VALLEY ESTATES IMPROVEMENT DISTRICT. DESCHUTES PUBLIC LIBRARY DISTRICT, OR DESCHUTES S.W.C.D., OR FOR FAR ROAD DISTRICT, OR DESCHUTES VALLEY WATER DISTRICT, OR FOREST GROVE R.F.P.D., OR DEVILS LAKE WATER IMPROVEMENT DISTRICT, FOREST VIEW SPECIAL ROAD DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR DEXTER R.F.P.D., OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR DEXTER SANITARY DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR DORA-SITKUM R.F.P.D., OR GARDINER R.F.P.D., OR DOUGLAS COUNTY FIRE DISTRICT #2, OR GARDINER SANITARY DISTRICT, OR DOUGLAS S.W.C.D., OR GARIBALDI R.F.P.D., OR DRAKES CROSSING R.F.P.D., OR GASTON R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR GATES R.F.P.D., OR DRY GULCH DITCH DISTRICT IMPROVEMENT GEARHART R.F.P.D., OR COMPANY, OR GILLIAM S.W.C.D., OR DUFUR RECREATION DISTRICT, OR GLENDALE AMBULANCE DISTRICT, OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR GLENDALE R.F.P.D., OR DUNDEE R.F.P.D., OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR DURKEE COMMUNITY BUILDING PRESERVATION GLENEDEN SANITARY DISTRICT, OR DISTRICT, OR GLENWOOD WATER DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR GLIDE - IDLEYLD SANITARY DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE GLIDE R.F.P.D., OR DISTRICT, OR GOLD BEACH - WEDDERBURN R.F.P.D., OR EAGLE VALLEY R.F.P.D., OR GOLD HILL IRRIGATION DISTRICT, OR EAGLE VALLEY S.W.C.D., OR GOLDFINCH ROAD DISTRICT, OR EAST FORK IRRIGATION DISTRICT, OR GOSHEN R.F.P.D., OR EAST MULTNOMAH S.W.C.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR EAST SALEM SERVICE DISTRICT, OR GOVERNMENT CAMP SANITARY DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, GRAND PRAIRIE WATER CONTROL DISTRICT, OR GRAND RONDE SANITARY DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE AREA GRANT COUNTY TRANSPORTATION DISTRICT, OR HEALTH DISTRICT, OR GRANT S.W.C.D., OR EAST UMATILLA COUNTY R.F.P.D., OR GRANTS PASS IRRIGATION DISTRICT, OR EAST VALLEY WATER DISTRICT, OR GREATER BOWEN VALLEY R.F.P.D., OR ELGIN COMMUNITY PARKS & RECREATION GREATER ST. HELENS PARK & RECREATION DISTRICT, OR ELGIN HEALTH DISTRICT, OR GREATER TOLEDO POOL RECREATION DISTRICT, ELGIN R.F.P.D., OR ELKTON ESTATES PHASE II SPECIAL ROAD GREEN KNOLLS SPECIAL ROAD DISTRICT, OR DISTRICT, OR GREEN SANITARY DISTRICT, OR ELKTON R.F.P.D., OR GREENACRES R.F.P.D., OR EMERALD P.U.D., OR GREENBERRY IRRIGATION DISTRICT, OR ENTERPRISE IRRIGATION DISTRICT, OR GREENSPRINGS RURAL FIRE DISTRICT, OR ESTACADA CEMETERY MAINTENANCE DISTRICT, HAHLEN ROAD SPECIAL DISTRICT, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR ESTACADA R.F.P.D. #69, OR HAINES FIRE PROTECTION DISTRICT, OR EUGENE R.F.P.D. #1, OR HALSEY-SHEDD R.F.P.D., OR EUGENE WATER AND ELECTRIC BOARD HAMLET R.F.P.D., OR EVANS VALLEY FIRE DISTRICT #6, OR HARBOR R.F.P.D., OR HARBOR SANITARY DISTRICT, OR FAIR OAKS R.F.P.D., OR FAIRVIEW R.F.P.D., OR HARBOR WATER P.U.D., OR FAIRVIEW WATER DISTRICT, OR HARNEY COUNTY HEALTH DISTRICT, OR FALCON HEIGHTS WATER AND SEWER, OR HARNEY S.W.C.D., OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR FALCON-COVE BEACH WATER DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, HARRISBURG FIRE AND RESCUE, OR HAUSER R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR HEBO JOINT WATER-SANITARY AUTHORITY, OR

HELIX PARK & RECREATION DISTRICT, OR JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR HELIX R.F.P.D. #7-411, OR JEFFERSON COUNTY FIRE DISTRICT #1, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, JEFFERSON COUNTY LIBRARY DISTRICT, OR HEPPNER R.F.P.D., OR JEFFERSON COUNTY S.W.C.D., OR HEPPNER WATER CONTROL DISTRICT, OR JEFFERSON PARK & RECREATION DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION JEFFERSON R.F.P.D., OR JOB'S DRAINAGE DISTRICT, OR DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR JOHN DAY WATER DISTRICT, OR HERMISTON IRRIGATION DISTRICT, OR JOHN DAY-CANYON CITY PARKS & RECREATION HIDDEN VALLEY MOBILE ESTATES DISTRICT, OR IMPROVEMENT DISTRICT, OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR HIGH DESERT PARK & RECREATION DISTRICT, OR JORDAN VALLEY CEMETERY DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT HOOD RIVER COUNTY LIBRARY DISTRICT, OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR HOOD RIVER S.W.C.D., OR JUNCTION CITY R.F.P.D., OR HOOD RIVER VALLEY PARKS & RECREATION JUNCTION CITY WATER CONTROL DISTRICT, OR JUNIPER BUTTE ROAD DISTRICT, OR DISTRICT, OR HOODLAND FIRE DISTRICT #74 JUNIPER CANYON WATER CONTROL DISTRICT, OR HOODLAND FIRE DISTRICT #74, OR JUNIPER FLAT DISTRICT IMPROVEMENT HORSEFLY IRRIGATION DISTRICT, OR COMPANY, OR HOSKINS-KINGS VALLEY R.F.P.D., OR JUNIPER FLAT R.F.P.D., OR JUNO NONPROFIT WATER IMPROVEMENT HOUSING AUTHORITY OF PORTLAND DISTRICT, OR HUBBARD R.F.P.D., OR KEATING R.F.P.D., OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR KEATING S.W.C.D., OR IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT KEIZER R.F.P.D., OR COMPANY, OR KELLOGG RURAL FIRE DISTRICT, OR ICE FOUNTAIN WATER DISTRICT, OR KENO IRRIGATION DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR KENO PINES ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION KENO R.F.P.D., OR KENT WATER DISTRICT, OR DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT KERBY WATER DISTRICT, OR ILLINOIS VALLEY R.F.P.D., OR K-GB-LB WATER DISTRICT, OR ILLINOIS VALLEY S.W.C.D., OR KILCHIS WATER DISTRICT, OR KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR IMBLER R.F.P.D., OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR INTERLACHEN WATER P.U.D., OR IONE LIBRARY DISTRICT, OR KLAMATH COUNTY DRAINAGE SERVICE IONE R.F.P.D. #6-604, OR DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE IRONSIDE CEMETERY MAINTENANCE DISTRICT, DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR IRONSIDE RURAL ROAD DISTRICT #5, OR IRRIGON PARK & RECREATION DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE DISTRICT #4, OR IRRIGON R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #5, OR ISLAND CITY CEMETERY MAINTENANCE KLAMATH COUNTY LIBRARY SERVICE DISTRICT, DISTRICT, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR KLAMATH COUNTY PREDATORY ANIMAL JACKSON COUNTY FIRE DISTRICT #3, OR CONTROL DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #4, OR KLAMATH DRAINAGE DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #5, OR KLAMATH FALLS FOREST ESTATES SPECIAL JACKSON COUNTY LIBRARY DISTRICT, OR ROAD DISTRICT UNIT #2, OR JACKSON COUNTY VECTOR CONTROL DISTRICT, KLAMATH INTEROPERABILITY RADIO GROUP, OR KLAMATH IRRIGATION DISTRICT. OR JACKSON S.W.C.D., OR KLAMATH RIVER ACRES SPECIAL ROAD JASPER KNOLLS WATER DISTRICT, OR DISTRICT, OR KLAMATH S.W.C.D., OR KLAMATH VECTOR CONTROL DISTRICT, OR

KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR

LA GRANDE R.F.P.D., OR LOWER POWDER RIVER IRRIGATION DISTRICT, OR LA PINE PARK & RECREATION DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR LOWER UMPQUA HOSPITAL DISTRICT, OR LA PINE R.F.P.D., OR LABISH VILLAGE SEWAGE & DRAINAGE, OR LOWER UMPQUA PARK & RECREATION DISTRICT, LACOMB IRRIGATION DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA LOWER VALLEY WATER IMPROVEMENT LAFOURCHE PARISH HEALTH UNIT - DHH-OPH DISTRICT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., **REGION 3** LAIDLAW WATER DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR LUSTED WATER DISTRICT, OR LAKE COUNTY 4-H & EXTENSION SERVICE LYONS R.F.P.D., OR LYONS-MEHAMA WATER DISTRICT, OR DISTRICT, OR LAKE COUNTY LIBRARY DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR LAKE CREEK R.F.P.D. - JACKSON, OR MALHEUR COUNTY S.W.C.D., OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, LAKE DISTRICT HOSPITAL, OR LAKE GROVE R.F.P.D. NO. 57, OR OR MALHEUR DISTRICT IMPROVEMENT COMPANY, LAKE GROVE WATER DISTRICT, OR LAKE LABISH WATER CONTROL DISTRICT, OR MALHEUR DRAINAGE DISTRICT, OR LAKE POINT SPECIAL ROAD DISTRICT, OR MALHEUR MEMORIAL HEALTH DISTRICT, OR LAKESIDE R.F.P.D. #4, OR MALIN COMMUNITY CEMETERY MAINTENANCE LAKESIDE WATER DISTRICT, OR LAKEVIEW R.F.P.D., OR DISTRICT, OR MALIN COMMUNITY PARK & RECREATION LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR DISTRICT, OR MALIN IRRIGATION DISTRICT, OR LANE FIRE AUTHORITY, OR MALIN R.F.P.D., OR LANE LIBRARY DISTRICT, OR MAPLETON FIRE DEPARTMENT, OR LANE TRANSIT DISTRICT, OR LANGELL VALLEY IRRIGATION DISTRICT, OR MAPLETON WATER DISTRICT, OR MARCOLA WATER DISTRICT, OR LANGLOIS PUBLIC LIBRARY, OR MARION COUNTY EXTENSION & 4H SERVICE LANGLOIS R.F.P.D., OR LANGLOIS WATER DISTRICT, OR DISTRICT, OR LAZY RIVER SPECIAL ROAD DISTRICT, OR MARION COUNTY FIRE DISTRICT #1, OR MARION JACK IMPROVEMENT DISTRICT, OR LEBANON AQUATIC DISTRICT, OR MARION S.W.C.D., OR LEBANON R.F.P.D., OR MARY'S RIVER ESTATES ROAD DISTRICT, OR LEWIS & CLARK R.F.P.D., OR LINCOLN COUNTY LIBRARY DISTRICT, OR MCDONALD FOREST ESTATES SPECIAL ROAD LINCOLN S.W.C.D., OR DISTRICT, OR MCKAY ACRES IMPROVEMENT DISTRICT, OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, MCKAY DAM R.F.P.D. # 7-410, OR MCKENZIE FIRE & RESCUE, OR LINN S.W.C.D., OR MCKENZIE PALISADES WATER SUPPLY LITTLE MUDDY CREEK WATER CONTROL, OR CORPORATION, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR MEADOWS DRAINAGE DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR LONG PRAIRIE WATER DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR MEDFORD R.F.P.D. #2, OR LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR MEDFORD WATER COMMISSION LOOKINGGLASS RURAL FIRE DISTRICT, OR MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR LORANE R.F.P.D., OR MERLIN COMMUNITY PARK DISTRICT, OR LOST & BOULDER DITCH IMPROVEMENT MERRILL CEMETERY MAINTENANCE DISTRICT, DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT, OR MERRILL PARK DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA MERRILL R.F.P.D., OR LOUISIANA WATER WORKS LOWELL R.F.P.D., OR METRO REGIONAL GOVERNMENT LOWER MCKAY CREEK R.F.P.D., OR METRO REGIONAL PARKS LOWER MCKAY CREEK WATER CONTROL METROPOLITAN EXPOSITION RECREATION DISTRICT, OR COMMISSION METROPOLITAN SERVICE DISTRICT (METRO)

DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR MIDDLE

FORK IRRIGATION DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR MIDLAND COMMUNITY PARK, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA MIDLAND DRAINAGE IMPROVEMENT DISTRICT, NEW PINE CREEK R.F.P.D., OR NEWBERG R.F.P.D., OR MILES CROSSING SANITARY SEWER DISTRICT, OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, MILL CITY R.F.P.D. #2-303, OR MILL FOUR DRAINAGE DISTRICT, OR NEWPORT R.F.P.D., OR MILLICOMA RIVER PARK & RECREATION NEWT YOUNG DITCH DISTRICT IMPROVEMENT DISTRICT, OR COMPANY, OR MILLINGTON R.F.P.D. #5, OR NORTH ALBANY R.F.P.D., OR MILO VOLUNTEER FIRE DEPARTMENT, OR NORTH BAY R.F.P.D. #9, OR MILTON-FREEWATER AMBULANCE SERVICE NORTH CLACKAMAS PARKS & RECREATION AREA HEALTH DISTRICT, OR DISTRICT, OR MILTON-FREEWATER WATER CONTROL DISTRICT, NORTH COUNTY RECREATION DISTRICT, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR MIROCO SPECIAL ROAD DISTRICT, OR NORTH DOUGLAS PARK & RECREATION MIST-BIRKENFELD R.F.P.D., OR DISTRICT, OR MODOC POINT IRRIGATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR MODOC POINT SANITARY DISTRICT, OR NORTH LAKE HEALTH DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR NORTH LEBANON WATER CONTROL DISTRICT, 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 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, MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR AUTHORITY, 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 OPHIR R.F.P.D., 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

NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT, OR NORTH MORROW VECTOR CONTROL DISTRICT, NORTH SHERMAN COUNTY R.F.P.D, OR NORTH UNIT IRRIGATION DISTRICT, OR NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH 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 ODELL SANITARY DISTRICT, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR ONTARIO LIBRARY DISTRICT, OR ONTARIO R.F.P.D., OR OREGON COAST COMMUNITY ACTION OREGON HOUSING AND COMMUNITY SERVICES OREGON INTERNATIONAL PORT OF COOS BAY, 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 IRRIGATION DISTRICT, OR PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR

NEW BRIDGE WATER SUPPLY DISTRICT, OR

PACIFIC COMMUNITIES HEALTH DISTRICT, OR PORT OF MORGAN CITY, LA PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PORT OF MORROW, OR PALATINE HILL WATER DISTRICT, OR PORT OF NEHALEM, OR PALMER CREEK WATER DISTRICT IMPROVEMENT PORT OF NEWPORT, OR PORT OF PORT ORFORD, OR COMPANY, OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, PORT OF PORTLAND, OR PORT OF SIUSLAW, OR PANTHER CREEK ROAD DISTRICT, OR PORT OF ST. HELENS, OR PANTHER CREEK WATER DISTRICT, OR PORT OF THE DALLES, OR PARKDALE R.F.P.D., OR PORT OF TILLAMOOK BAY, OR PARKDALE SANITARY DISTRICT, OR PORT OF TOLEDO, OR PENINSULA DRAINAGE DISTRICT #1, OR PORT OF UMATILLA, OR PENINSULA DRAINAGE DISTRICT #2, OR PORT OF UMPQUA, OR PHILOMATH FIRE AND RESCUE, OR PORT ORFORD CEMETERY MAINTENANCE PILOT ROCK CEMETERY MAINTENANCE DISTRICT DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PILOT ROCK PARK & RECREATION DISTRICT, OR PORT ORFORD R.F.P.D., OR PILOT ROCK R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR PINE EAGLE HEALTH DISTRICT, OR PORTLAND FIRE AND RESCUE PINE FLAT DISTRICT IMPROVEMENT COMPANY, PORTLAND HOUSING CENTER, OR POWDER R.F.P.D., OR PINE GROVE IRRIGATION DISTRICT, OR POWDER RIVER R.F.P.D., OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, POWDER VALLEY WATER CONTROL DISTRICT, OR POWERS HEALTH DISTRICT, OR PINE GROVE WATER DISTRICT-MAUPIN, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PINE VALLEY CEMETERY DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR PINE VALLEY R.F.P.D., OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, DISTRICT, OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR PISTOL RIVER FIRE DISTRICT, OR RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT, OR PLEASANT HILL R.F.P.D., OR PLEASANT HOME WATER DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY. POCAHONTAS MINING AND IRRIGATION DISTRICT, OR RALEIGH WATER DISTRICT, OR POE VALLEY IMPROVEMENT DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT, POE VALLEY PARK & RECREATION DISTRICT, OR REDMOND FIRE AND RESCUE, OR POE VALLEY VECTOR CONTROL DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR RIDDLE FIRE PROTECTION DISTRICT, OR POLK S.W.C.D., OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, POMPADOUR WATER IMPROVEMENT DISTRICT, RIDGEWOOD ROAD DISTRICT, OR PONDEROSA PINES EAST SPECIAL ROAD RIETH SANITARY DISTRICT, OR DISTRICT, OR RIETH WATER DISTRICT, OR PORT OF ALSEA, OR RIMROCK WEST IMPROVEMENT DISTRICT, OR RINK CREEK WATER DISTRICT, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, PORT OF BANDON, OR PORT OF BRANDON, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR PORT OF COQUILLE RIVER, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, PORT OF GARIBALDI, OR RIVER ROAD PARK & RECREATION DISTRICT, OR PORT OF GOLD BEACH, OR PORT OF HOOD RIVER, OR RIVER ROAD WATER DISTRICT, OR RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR RIVERGROVE WATER DISTRICT, OR

SUMMER VILLE CEMETERY MAINTENANCE DISTRICT, OR SUMNER R.F.P.D., OR	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 SHORELINE SANITARY DISTRICT, OR SUMMER LAKE IRRIGATION DISTRICT, OR SUMMER LAKE IRRIGATION DISTRICT, OR SUMMER LAKE IRRIGATION DISTRICT, OR	SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR ST. PAUL R.F.P.D., OR	SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL	OR OR SALMON RIVER PARK WATER IMPROVEMENT SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR	SALEM SUBURBAN R.F.P.D., OR SOUTH COUNTY HEALTH DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SOUTH FORK WATER BOARD, OR	SAINT MARY PARISH REC DISTRICT 3 SMITH DITCH DISTRICT IMPROVEMENT SAINT TAMMANY FIRE DISTRICT 4, LA COMPANY, OR SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT 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 SILES KIT I.D., OR SKIPANON WATER CONTROL DISTRICT, OR SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR SLEEPY HOLLOW WATER DISTRICT, 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 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	ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES, OR SILVER LAKE R.F.P.D., 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	OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR SILVER FALLS LIBRARY DISTRICT, OR SILVER FALLS LIBRARY DISTRICT, OR SILVER FALLS LIBRARY DISTRICT, OR
SEAL ROCK WATER DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA STANFIELD CEMETERY DISTRICT, OR SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER 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 SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR	SEAL ROCK WATER DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW STANFIELD CEMETERY DISTRICT #6, OR		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 DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR	SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, 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 COMPANY, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH SANTIAM RIVER & RESCUE, OR SOUTH SHERMAN FIRE 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 COMPANY, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR	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 SOUTH WESTERN POLK COUNTY WATER DISTRICT, OR SOUTHWESTERN POLK COUNTY WATER DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR	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 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 SANTIAM WATER CONTROL DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR SALVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, 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VALLEY SEWER, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES ROAD DISTRICT, OR ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SAINT MARY BOBY PARISH DISTRICT, OR SALEM MASS TRANSIT DISTRICT SALEM SUBURBAN R.F.P.D., OR SALMON RIVER PARK WATER IMPROVEMENT OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT, OR SAUVIE ISLAND DOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SOUTHWESTERN PARK SABECKEATION DISTRICT, OR SISTERS PARKS & BECKEATION DISTRICT, OR SISTERS PARKS & BECKEATION DISTRICT, OR SISTERS PARKS & BECKEATION DISTRICT, OR SIUSLAW 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SCAPPOOSE R.F.P.D., OR SCIO R.F.P.D., OR SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D., OR SPRING RIVER SPECIAL ROAD DISTRICT, OR SEAL ROCK R.F.P.D., OR SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR SEAL ROCK WATER DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA STANFIELD CEMETERY DISTRICT, OR SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORELINE SANITARY DISTRICT, OR SUBCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR	SCAPPOOSE R.F.P.D., OR SCIO 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 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	SCAPPOOSE R.F.P.D., OR SPECIAL ROAD DISTRICT #1, OR SCIO R.F.P.D., OR SPECIAL ROAD DISTRICT #8, OR	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,  DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH SUBURBAN S	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 SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH SANTIAM RIVER & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHEMMAN FIRE DISTRICT, OR SOUTH SHEMMAN FIRE DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR	OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, 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, SOUTH SOUTH SILLIAM COUNTY FIRE & RESCUE, OR SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTH SILLIAM COUNTY HEALTH DISTRICT, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LAFOURCHE LEVEE DISTRICT, CA SOUTH SANTIAM RIVER WATER CONTROL 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	SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT 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 SANDY R.F.P.D., OR SANTIAM CLARA R.F.P.D., OR SANTIAM WATER CONTROL DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, SOUTH VIEW IMPROVEMENT DISTRICT, OR SOUTHERN COURTY FIRE & RESCUE, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COURTY CEMETERY MAINTENANCE DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHERN COURTY DISTRICT, OR	SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM AREA 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 SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR SOUTH CLACKAMAS TRANSPORTATION SOUTH CLACKAMAS TRANSPORTATION SOUTH CLACKAMAS TRANSPORTATION SOUTH FORK WATER DISTRICT, OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, OR 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 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, SOUTHVIEW IMPROVEMENT 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 AREA MASS TRANSIT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR 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 SANDP DRAINAGE IMPROVEMENT COMPANY, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT SOUTH GILLIAM COUNTY FIRE & RESCUE, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN COURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR SOUTH SUBURBAN SANITARY 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	ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, 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 MARY PARISH REC DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT 4, LA SALEM MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SALIMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANTA CLARA WATER DISTRICT, OR SANTA CLARA WATER DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT DISTRICT, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, SOUTH HYPOUR MATER ODNTROL DISTRICT, OR SOUTHEN COMPANY, OR SOUTHERN CORY CEMETERY MAINTENANCE DISTRICT, OR SOUTHEN CORY CEMETERY MAINTENANCE DISTRICT, OR SOUTHEN CORY CEMETERY MAINTENANCE DISTRICT, OR SOUTHEN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHEN CORY CEMETERY MAINTENANCE DISTRICT, OR SOUTHEW IMPROVEMENT DISTRICT, OR	ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, 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, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SAINT HARRY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 2 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SALMON RIVER PARK WATER IMPROVEMENT OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANTA CLARA R.F.P.D., OR SANTA CLARA R.F.P.D., OR SANTA CLARA R.F.P.D., OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30I, SOUTHEN COORS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHERN COORS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHERN COORS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHERN COORS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHERN COORS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
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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 SOUTH SOUTH LAFOURCHE LEVEE DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR	SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA COMPANY, OR SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT SALEM MASS TRANSIT DISTRICT SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANTA CLARA 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& RECREATION DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SOUTH HEALTH DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTH BEALTH DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTH BEALTH DISTRICT, OR	ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES ROAD DISTRICT, OR ROWRIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SAINT MARY PARISH TOURIST COMMISSION SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SAINT MARY PARISH REC DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON BERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY BRAINAGE IMPROVEMENT COMPANY, OR SANDY BRAINAGE IMPROVEMENT COMPANY, OR SANDY CLARA WATER DISTRICT, OR SANTA CLARA WATER DISTRICT, OR SANTA CLARA WATER DISTRICT, OR SANTA CLARA WATER DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR	ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR RIVERTON E, P.D., OR SINTERTON E, P.D., OR SISTERS PARKS & RECREATION DISTRICT, OR SIUSLAW VALLEY SEREAND SECUE, OR SISTERS PARKS & RECREATION DISTRICT, OR SIUSLAW VALLEY SEREAND SECUE, OR SIUSLAW VALLEY SEREAND RESCUE, OR SKYLINE VIEW DISTRICT, OR SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH LABE COUNTY FIRE & RESCUE, OR SOUTH LABE COUNTY FIRE & RESCUE, OR SOUTH SHERMAN FIRE DISTRICT,
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 SCAPPOOSE R.F.P.D., OR SCIO 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 SEAL ROCK WATER DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA STANFIELD IRRIGATION DISTRICT, OR SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SHERMAN COUNTY BEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORE MITCH SOUTH WATER ON SUBURBAN LIGHTING DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR SUBCOOR CREEK DISTRICT IMPROVEMENT SHORELINE SANITARY DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT SHORELINE SANITARY DISTRICT, OR COMPANY, OR	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 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  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 ST. PAUL R.F.P.D., OR ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6, OR	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 SCIO R.F.P.D., OR SPECIAL ROAD DISTRICT #8, OR	OR DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SOUTH SHERMAN FIRE DISTRICT, OR	SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR	OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR  OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR	SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, 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 SOUTH COUNTY HEALTH 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	SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA COMPANY, OR SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, 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 SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SHERMAN FIRE 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 MARY PARISH REC DISTRICT 3 SAINT MARY PARISH REC DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM AREA MASS TRANSIT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR 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 SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, 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 #4, 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 SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON BIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON BIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH CACKAMAS TRANSPORTATION DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR	ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE RIVER VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROW RIVER VALLEY WATER DISTRICT, OR ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SAINT MARY PARISH REC DISTRICT #4, OR SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM ASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON BERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, 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 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR SCAPPOOSE DRAINAGE IMPROVEMENT OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE R.F.P.D., OR SCAPPOOSE R.F.P.D., OR SCOTTSBURG 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 STANFIELD IRRIGATION DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORELINE SANITARY DISTRICT, OR SHORELINE SANITARY DISTRICT, OR SHORELINE SANITARY DISTRICT, OR SHORELINE SANITARY DISTRICT, OR SUDURBAN LIGHTING DISTRICT IMPROVEMENT SHORELINE SANITARY DISTRICT, OR COMPANY, 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 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE R.F.P.D., OR SCAPPOOSE R.F.P.D., OR SCIO 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 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 SPECIAL ROAD DISTRICT #1, OR SPECIAL ROAD DISTRICT #3, OR SPECIAL ROAD DISTRICT #4, OR SPRING RIVER SPECIAL ROAD DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR ST. PAUL R.F.P.D., OR ST. PAUL R.F.P.D., OR ST. PAUL R.F.P.D., 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 SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, SOUTHWESTERN POLK COUNTY R.F.P.D., OR SPECIAL ROAD DISTRICT #1, OR SPECIAL ROAD DISTRICT #8, OR		SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR	OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR 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	SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SOUTH COUNTY HEALTH 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	SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA COMPANY, OR SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON BIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON BIVER PARK WATER IMPROVEMENT SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, 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 SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR  SKIPANON WATER CONTROL DISTRICT, OR SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR SHEEPY HOLLOW WATER DISTRICT, OR SMITH DITCH DISTRICT IMPROVEMENT DISTRICT 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	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 3 SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SALEM SUBURBAN R.F.P.D., OR SALEM SUBURBAN R.F.P.D., OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON BIVER PARK WATER IMPROVEMENT SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR	ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., 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 SEWER, OR ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT, 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 MARY PARISH REC DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM AREA MASS TRANSIT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMON BERRY TRAIL INTERGOVERNMENTAL AGENCY, OR  SILVER LAKE R.F.P.D., OR SILVER SANDS SPECIAL ROAD DISTRICT, OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SIUSLAW S.W.C.D., OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SIUSLAW PUBLIC LIBRARY DISTR

ESTATES SPECIAL ROAD DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR SUNSET EMPIRE PARK & RECREATION DISTRICT, 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, 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, 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, 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, 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, WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR WAUNA WATER DISTRICT, OR WEDDERBURN SANITARY DISTRICT, OR

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, 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, WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR WILLIAMS R.F.P.D., OR WILLOW CREEK PARK DISTRICT, OR WILLOW DALE WATER DISTRICT, OR WILSON RIVER WATER DISTRICT, OR WINCHESTER BAY R.F.P.D., OR WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR WOLF CREEK R.F.P.D., OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR WY'EAST FIRE DISTRICT, OR YACHATS R.F.P.D., OR YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR ZUMWALT R.F.P.D., OR K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT

BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE **DUFUR SCHOOL DISTRICT NO.29** EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT GRANTS PASS SCHOOL DISTRICT 7 GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 SALEM-KEIZER PUBLIC SCHOOLS 24J MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY

CITY ACADEMY, UT PUBLIC SCHOOLS NESTUCCA VALLEY SCHOOL DISTRICT NO.101 DAGGETT SCHOOL DISTRICT, UT NOBEL LEARNING COMMUNITIES DAVINCI ACADEMY, UT NORTH BEND SCHOOL DISTRICT 13 DAVIS DISTRICT, UT NORTH CLACKAMAS SCHOOL DISTRICT DUAL IMMERSION ACADEMY, UT NORTH DOUGLAS SCHOOL DISTRICT DUCHESNE SCHOOL DISTRICT, UT NORTH WASCO CITY SCHOOL DISTRICT 21 EARLY LIGHT ACADEMY AT DAYBREAK, UT NORTHWEST REGIONAL EDUCATION SERVICE EAST HOLLYWOOD HIGH, UT DISTRICT EDITH BOWEN LABORATORY SCHOOL, UT ONTARIO MIDDLE SCHOOL EMERSON ALCOTT ACADEMY, UT OREGON TRAIL SCHOOL DISTRICT NOA6 EMERY SCHOOL DISTRICT, UT ORLEANS PARISH SCHOOL DISTRICT ENTHEOS ACADEMY, UT PHOENIX-TALENT SCHOOL DISTRICT NOA EXCELSIOR ACADEMY, UT PLEASANT HILL SCHOOL DISTRICT FAST FORWARD HIGH, UT PORTLAND JEWISH ACADEMY FREEDOM ACADEMY, UT PORTLAND PUBLIC SCHOOLS GARFIELD SCHOOL DISTRICT, UT RAPIDES PARISH SCHOOL DISTRICT GATEWAY PREPARATORY ACADEMY, UT REDMOND SCHOOL DISTRICT GEORGE WASHINGTON ACADEMY, UT REYNOLDS SCHOOL DISTRICT GOOD FOUNDATION ACADEMY, UT ROGUE RIVER SCHOOL DISTRICT GRAND SCHOOL DISTRICT, UT ROSEBURG PUBLIC SCHOOLS GRANITE DISTRICT, UT SCAPPOOSE SCHOOL DISTRICT 1J GUADALUPE SCHOOL, UT SAINT TAMMANY PARISH SCHOOL BOARD, LA HAWTHORN ACADEMY, UT SEASIDE SCHOOL DISTRICT 10 INTECH COLLEGIATE HIGH SCHOOL, UT SHERWOOD SCHOOL DISTRICT 88J IRON SCHOOL DISTRICT, UT SILVER FALLS SCHOOL DISTRICT 4J ITINERIS EARLY COLLEGE HIGH, UT SOUTH LANE SCHOOL DISTRICT 45J3 JOHN HANCOCK CHARTER SCHOOL, UT SOUTHERN OREGON EDUCATION SERVICE JORDAN DISTRICT, UT DISTRICT JUAB SCHOOL DISTRICT, UT SPRINGFIELD PUBLIC SCHOOLS KANE SCHOOL DISTRICT, UT SUTHERLIN SCHOOL DISTRICT KARL G MAESER PREPARATORY ACADEMY, UT SWEET HOME SCHOOL DISTRICT NO.55 LAKEVIEW ACADEMY, UT TERREBONNE PARISH SCHOOL DISTRICT LEGACY PREPARATORY ACADEMY, UT THE CATLIN GABEL SCHOOL LIBERTY ACADEMY, UT TIGARD-TUALATIN SCHOOL DISTRICT LINCOLN ACADEMY, UT UMATILLA MORROW ESD LOGAN SCHOOL DISTRICT, UT WEST LINN WILSONVILLE SCHOOL DISTRICT MARIA MONTESSORI ACADEMY, UT WILLAMETTE EDUCATION SERVICE DISTRICT MERIT COLLEGE PREPARATORY ACADEMY, UT WOODBURN SCHOOL DISTRICT MILLARD SCHOOL DISTRICT, UT YONCALLA SCHOOL DISTRICT MOAB CHARTER SCHOOL, UT ACADEMY FOR MATH ENGINEERING & SCIENCE MONTICELLO ACADEMY, UT (AMES), UT MORGAN SCHOOL DISTRICT, UT ALIANZA ACADEMY, UT MOUNTAINVILLE ACADEMY, UT ALPINE DISTRICT, UT MURRAY SCHOOL DISTRICT, UT AMERICAN LEADERSHIP ACADEMY, UT NAVIGATOR POINTE ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT NEBO SCHOOL DISTRICT, UT BAER CANYON HIGH SCHOOL FOR SPORTS & NO UT ACAD FOR MATH ENGINEERING & SCIENCE MEDICAL SCIENCES, UT (NUAMES), UT BEAR RIVER CHARTER SCHOOL, UT NOAH WEBSTER ACADEMY, UT BEAVER SCHOOL DISTRICT, UT NORTH DAVIS PREPARATORY ACADEMY, UT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY NORTH SANPETE SCHOOL DISTRICT, UT (BSTA), UT NORTH STAR ACADEMY, UT BOX ELDER SCHOOL DISTRICT, UT NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT CBA CENTER, UT CACHE SCHOOL DISTRICT, UT OGDEN PREPARATORY ACADEMY, UT CANYON RIM ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT CANYONS DISTRICT, UT OPEN HIGH SCHOOL OF UTAH, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT CHARTER SCHOOL LEWIS ACADEMY, UT PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT

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, LIT

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

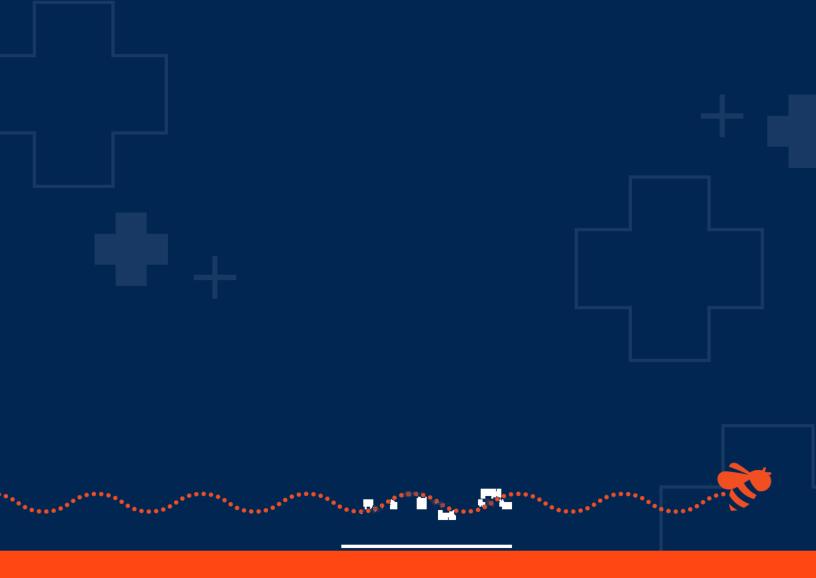
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT

SALT LAKE COMMUNITY COLLEGE, UT UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS

# 3rady-PLUS



**Response to RFP** 

**Exhibits** 



# WAXIE Service Centers & Preventative 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 preventative maintenance.

To prevent productivity loss, which can lead to higher overall cost and lower building appearance, WAXIE Service Centers offer Preventative 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



#### PREVENTATIVE MAINTENANCE PROGRAMS

Preventative 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 Preventative Maintenance Programs is to eliminate down time and prevent costly repairs from occurring. During each preventative 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 PREVENTATIVE 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 Preventative 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"













# 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

## shop.waxie.com

# 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.

#### 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.

#### **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**

elNVOICING 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.)

#### 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.











# WAXIE Web@Work Quick Reference Guide



### Connect to WAXIE Online for faster, easier ordering

You can access all the information you need to stay connected with WAXIE Sanitary Supply, through our easy-to-use eCommerce service. Browse the WAXIE product catalog, access Safety Data Sheets, look-up prices, create your own custom order guide, place orders and receive confirmation—all via a convenient and quick interface.

Reduce transaction costs. Start ordering online today with these simple steps:

### **Select Your Shopping Experience**

### **Desktop Quick Reference Guide**



#### **Mobile Quick Reference Guide**





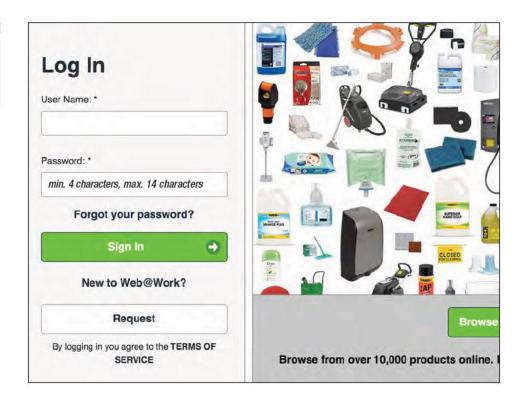
## Desktop WAXIE Web@Work Quick Reference

# Connect to the Internet and Log In

- ► Launch your web browser and type in the address: https://shop.waxie.com.
- Enter your User Name and Password (password is case sensitive). Please see your Account Consultant for this information.
- Click the Sign In button to start an order.

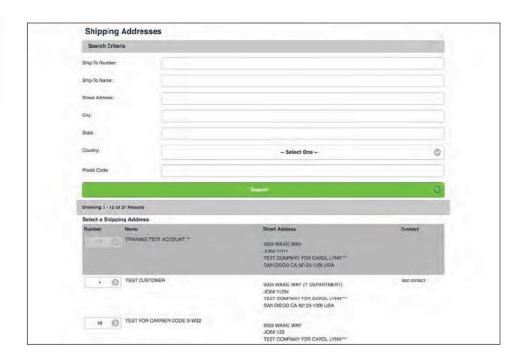
#### TIP

This is your WAXIE customer login screen. You can add this page to your browser "Favorites" or "Bookmarks" for quickest access.



# Starting Orders (If you have only one ship-to, proceed to step 3)

 Choose the appropriate delivery address by clicking on the Ship-to number in the list.



# Selecting Items Using Categories

- Category Images group items based on their use or properties.
- Choose a Category by clicking the link or Image around

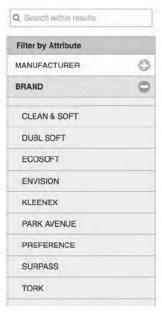
#### TIP

Access the Category Menus and SubMenus by hovering over the "Shop Categories Section"



# Adding Items Using Search

- Search: Use the "Search Products" field at the top of the window.
- Attributes: Use the Attributes on the left side of your search return to further refine the Search or Browse.
- Enter the amount(s) desired in the quantity box. Click the Add to Cart button

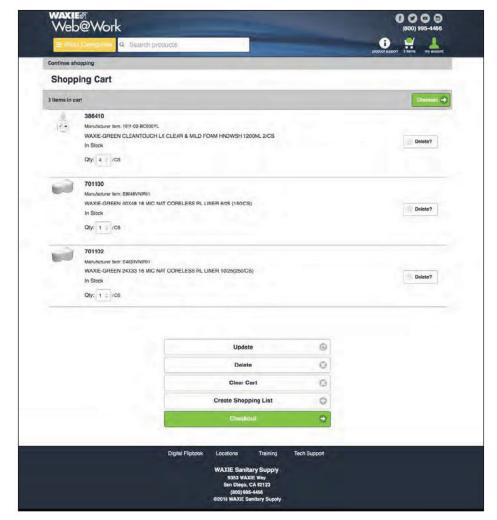






- Click the white Cart button to display the contents of the shopping cart.
- ➤ To view or make changes to your cart Click "Cart Detail"
- To Adjust the quantity of your items, change the number in the "Qty" Field and Click "Update".
- Remove an item by clicking in the check box at the far right of the product. Click Delete.
- Click the Checkout button if your shopping cart is complete. Click the Continue Shopping link to return to the product page.
- To make a Reusable Shopping List with your current Cart





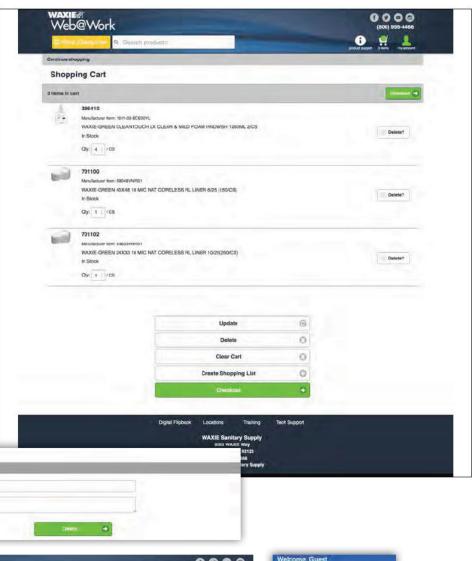


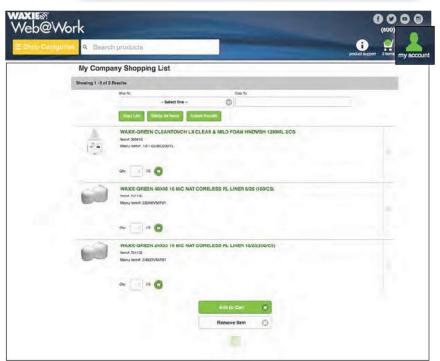
- Add items from your cart to the shopping list.
- View your Cart Details (Section 5).
- ► Click the "Create Shopping List Button"
- Give your shopping list a name and description. Click "Create".
- Access your Shopping list in the My Account Section under Shopping Lists.

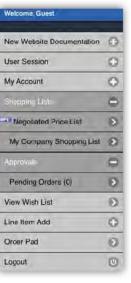
**Shopping List** 

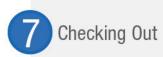
#### TIP

Your Shopping List Menu is also the location for your Negoiated Pricing List (NPL)







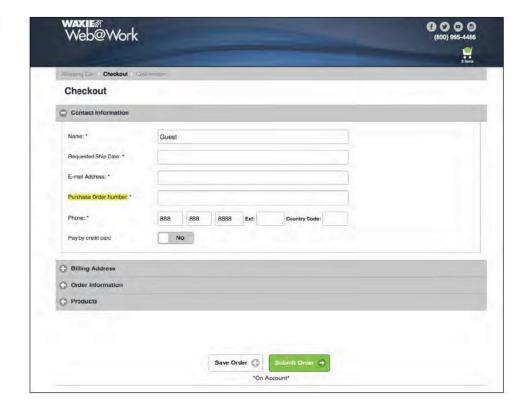


- Click the "Shopping Cart" and Select Checkout. You can also select Checkout from the "Cart Detail" Screen.
- Some information will be pre-filled, verify that all information required is entered in each section.
- If Paying by Credit Card, select the "Pay by Credit Card" check box. Enter the credit card information
- ► Enter any additional Shipping Instructions
- Enter a numerical and/or buyer's name PO Number (required)
- Select a different Requested Ship Date if required
- In addition, you must verify summary information for the order such as the number of items and the estimated total. Click the Submit Order button to send the order.

#### TIP

You can expand and collapse the Billing Address, Order information by clicking the "+" and "-" Icons.





### Mobile WAXIE Web@Work Quick Reference

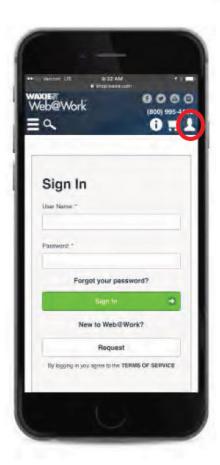
### Logging In on a Mobile Device

- ► Launch web browser and type in the address: http://shop.waxie.com
- ► Enter User Name and Password (password is case sensitive). Please see Sales Consultant for this information
- Alternatively, tap the Account icon for a popout login option



#### TIP

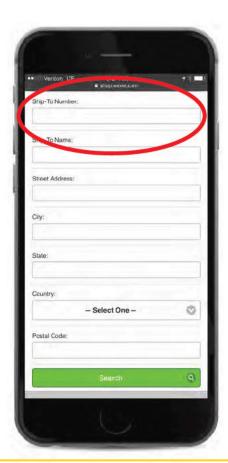
This is your WAXIE customer login screen. You can add this page to your browser "Favorites" or "Bookmarks" for quickest access.

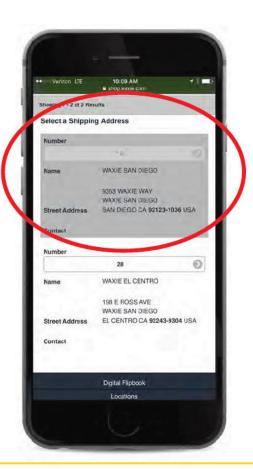




#### Starting Orders (If you have only one Ship-To, proceed to step 3)

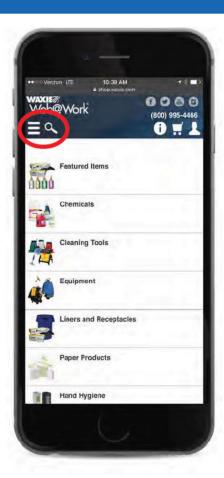
- ► Choose the appropriate delivery address by scrolling down and tapping the Ship-To in the list
- ▶ Or, Search Ship-To's by entering a Ship-To Number, Ship-To Name, or address of the Ship-To and tap Go. Scroll down and tap on the returned Ship-To





# Browsing Categories and Sub-Categories

- Begin a search by picking a category or tapping the magnifying glass icon to search
- ► Filter by Category and Sub-category
- ► Utilize the dropdown menu by tapping the Hamburger icon (■
- Once you've found your item, update quantities and add to your cart



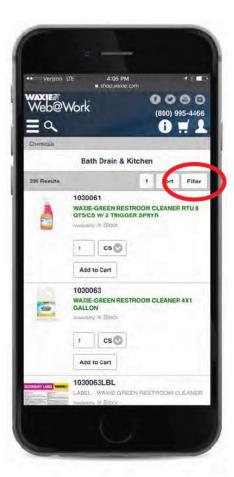


# Filter Results and Browse Products

 From the browse products tab, filter results using attributes like Manufacturer, Application, and Product Type

#### TIP

Use Attributes to filter product results such as color, scent, and size. Results filter with each selection.





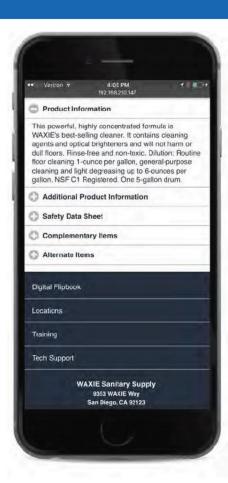
# 5 Product Details

- The product details page includes all product info, Safety Data Sheets, and complimentary and alternative items
- Tap on the product image for a larger detailed picture

#### TIP

To open an SDS or product literature, simply tap the corresponding tab and a new window will open.

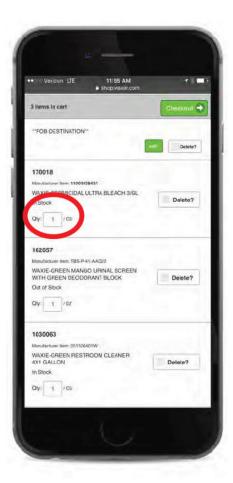




# 6 Cart Details

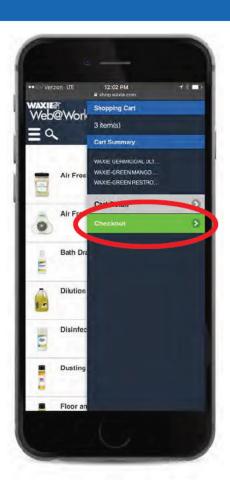
- ► Tap the Shopping Cart icon in the top right to view a Cart summary in a popout tab
- Tap the Cart Detail tab to view full cart details
- Modify the quanity desired by using the up and down arrows in the Cart Details

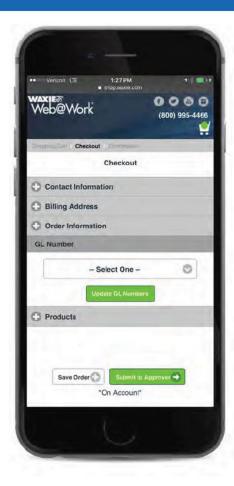






- Access Checkout by clicking the Shoping Cart icon from the popout tab
- If paying by Credit Card, tap the 'Pay by Credit Card' enter the credit card information below
- ► Enter any additional Shipping Instructions
- Change the Contact Name and Email if required
- ► Enter a Phone Number if needed
- Enter a numerical and/or buyer's name PO Number (required)
- Select a different requested Ship Date if required
- In addition, you can verify summary information for the order such as the number of items and the estimated total by tapping on products. Click the submit button to order





# 8 Account Features

- ➤ View all account info by tapping the Account icon
- Tap User Session, this provides user info and the shipping address for the order being placed.





### Edit Account Info, View Price Lists, and More

- ► View, edit, or change account info from the My Account tab
- ► Tap Shopping List tab to view lists like the **Negotiated Price List**
- ► Choose a Pick-Up location for Will Call
- ► Find your Saved Orders





### Line Item Add and Order Pad

Found by tapping the Account Icon



► Tap the Order Pad or Line Item Add tab, when you know the item number and unit of measure, this is a quick way to add items to your cart







- Access Pending and Declined orders by clicking the Account icon and click Approvals
- ► Select Approve, Edit, or Delete
- Approve jumps to the checkout page, Edit jumps to the Shopping Cart, and Delete will delete the order and send it back to the original user





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The Most Trusted Name In Clean. Since 1945.



## Setting Higher Standards

#### Your Business Matters | WAXIF Delivers

Success is not a guarantee; it comes through hard work, consistency and integrity.

We stay on top of our customers' needs and provide excellent service, on-going education, streamlined logistics, quality products, and a trusted partnership.

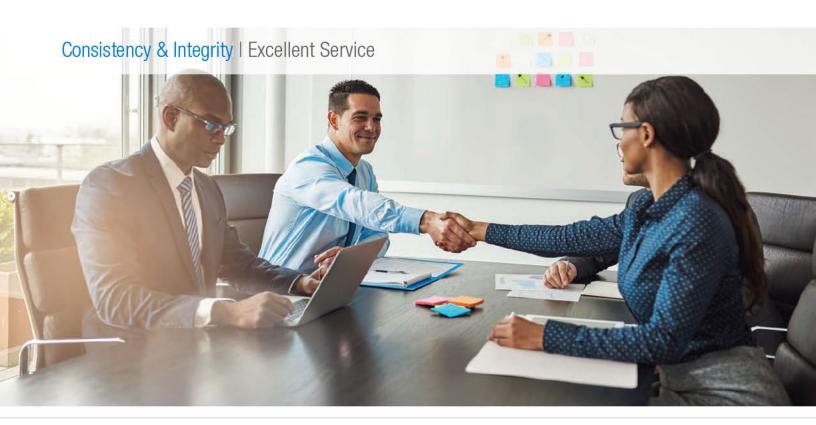
- Integrity & Values
- · Service & Support
- Education & Training
- Innovative Technology
- · Products & Equipment
- · Logistics & Delivery
- Budget & Awareness

#### Trusted Advisor | Start With Trust. End With Results.

We analyze your complete range of cleaning practices, then develop custom programs that result in greater efficiency & reduced costs.

- · Experts in Clean
- Innovation
- Exclusive Technology
- Unrivaled Logistics
- Spend Management

"We analyze your complete range of cleaning practices, then develop custom programs that result in greater efficiency & reduced costs."





### Our Process | Efficient & Smart

#### STEP 1:

#### DISCOVERY

#### **Assessment & Findings**

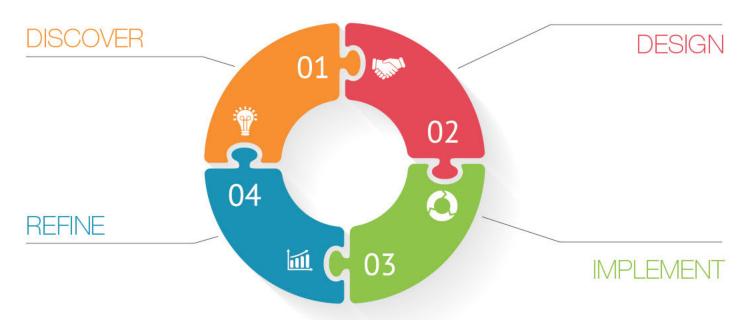
- Site Surveys / Green Site Surveys
- · Needs Assessment / Challenges
- · Requirement Review
- Analyze Efficiency & Cleaning Practices
- Key Findings Identify Areas for Improvement
- Budget & Timeline
- Explore Cost Savings
- · Education & Training Needs

#### STEP 2:

#### **SOLUTION DESIGN**

#### **Custom Fit Solutions**

- System and Solution Recommendation
- Implement
- Install
- Train
- Service Center & Equipment Management Program
- · Spend Management
- Compliance Assurance
- · Education & Training Plan



#### STEP 3:

#### **IMPLEMENTATION**

#### **Logistics & Integration**

- · Logistics & Delivery
- Inventory Management
- · eCommerce Integration
- Product & Equipment Education
- Custom Training Programs (eLearning)

#### STEP 4:

#### REFINE

#### Adjust & Optimize

- Key Performance Indicator Review (KPI's)
- SKU Management
- Program Refinement
- Budget Review
- · Periodic Business Review

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# WAXIE is a true single source for all of your maintenance, sanitary and janitorial requirements.

With 23 locations strategically located and servicing 10 western states. All of our inventory centers carry a full supply of sanitary products, janitor supplies

& equipment, as well as showrooms and customer service centers to assist with any questions. All inventory centers offer excellent customer service & are ready to help you determine products that are best for you.

### WAXIE® is a NETWORK® partner

Experience & Infrastructure

If your business has multiple locations, we're already there. WAXIE is a NETWORK partner offering a wide distribution network with nationwide access and a team of experienced and skilled professionals that are ready to deliver. State-of-the-art information systems offer real-time purchasing information and updates with an expansive global reach in 34 countries to meet your distribution demands.





# Streamlined Logistics | Efficiency Working For You

Quality, value safety & delivery! Our narrow aisle technology reduces our operating costs, resulting in lower prices and increased efficiency. Inventory management is integrated with RF Tablet Picking and deliveries are deployed using Roadshow for fleet routing and tracking along with ondemand GPS-based enhanced transportation intelligence and Smart-Drive to ensure driver safety.

# WAXIE Delivers | Automated Proof Of Delivery

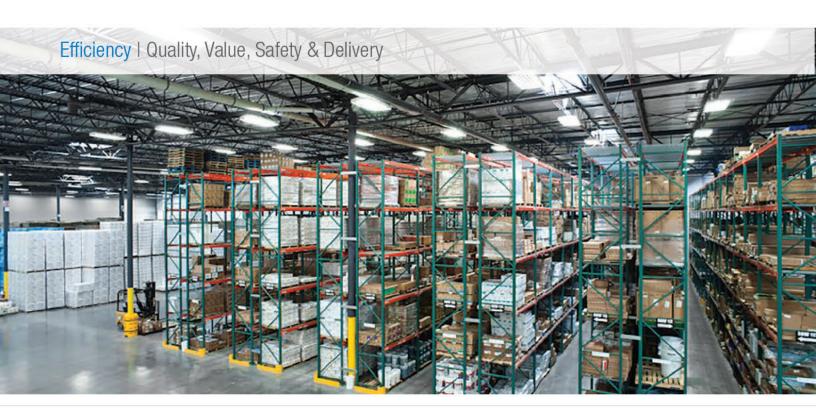
Real-Time proof of delivery (POD) information offers a time stamp, location, consignee information and confirmation of quantities delivered.

#### Real-Time Interface with WAXIE's ERP System

- Smartphone enabled make changes to your order on-site
- · Expedite invoicing process
- · Shorten "return item" time frame
- Generate immediate confirmation via email



"It's right, on time & delivered with a smile."



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#### Service Guarantee | Customer Satisfaction

Our service mission is to provide extraordinary service to our customers at all times. Our team of 900+ courteous, quick and responsive professionals are ready to support your cleaning supply needs.

WAXIE offers flexible ordering options and resources, such as bilingual assistance on-site and online. Order via phone, FAX, EDI, in person or online with Web@Work®.

# Technology at Work | Improve Your Bottom Line

#### WAXIEapps™

- · Identify efficient & cost-effective cleaning solutions
- Analyze cleaning process & related operations

#### Workloading & Equipment ROI

- Customized computerized labor savings roadmap & ROI illustration
- Square footage per hour predictions are based on ISSA 540 cleaning time standards

#### Focused on Results

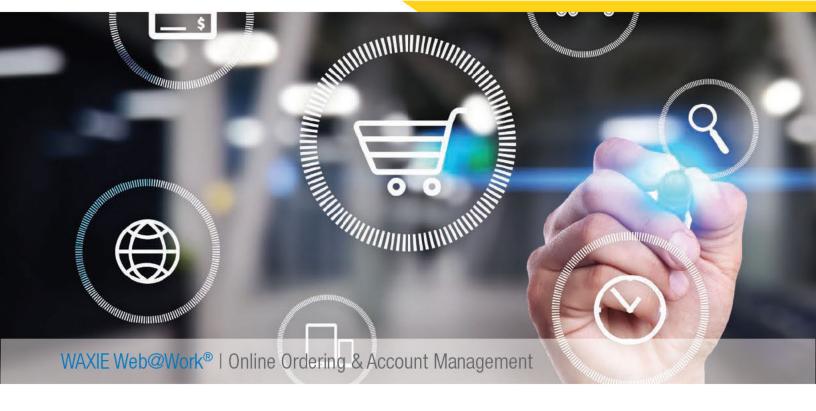
 WAXIE recommends savings & efficiency solutions – save on labor & materials



"Proudly serving our customers since 1945."

### Manage Equipment ROI & Watch Your Profits Grow!





#### Create Customized Shopping Lists Powerful Custom Features

- · Real-time account summary & invoice status
- View detailed real-time inventory availability
- · Designate authorized approval levels
- · Establish & manage your budget

## Online Ordering / View Online Catalog Fast & Simple Account Management

- · View, print, fax or e-mail online SDS
- · Check real-time status of your order
- Analyze product usage information

"We make it easy - start simplifying today."

#### Tracking Performance | Key Performance Indicators

#### Sales Analysis & Green Spend Dashboard

- · Review sales by amount & number of orders
- · Assess average order size

#### Order Analysis

 Percent of orders made by fax, phone, web, or other

#### **Diversity Supplier Sales**

 Shows sales amount & percent of sales total for Hubzone, minority owned, women owned & small businesses

#### Core vs. Non-Core Spend

 Negotiated price list items vs. items not included on contract



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#### Simplify Process

- Increase speed & accuracy
- · Direct system invoice data transfer
- · Guaranteed delivery
- Multi-recipient capability

#### Your Business Wins with elNVOICING

- · Save time & money
- Reduce waste
- · Save paper & trees
- Reduce Emissions

"Reduce high costs, error rates & operational challenges related to paper processes."

### State Of The Art Equipment | Power Of Mechanization

#### **WAXIE Machines & Equipment**

- · Quality WAXIE brand equipment
  - Commercial vacuums
  - · Carpet extractors
  - Floor scrubbers / machines
  - Cleaning machines for home, office or industrial Space
- WAXIE 5-star service & repair
- Preventative maintenance options

#### **Industry Leading Equipment Partners**

 WAXIE has partnered with leading equipment manufacturers: Advance, NSS & Windsor Kärcher

Flexible Equipment Leasing Options



"Equipment designed to increase your facility's cleaning productivity."



# Maintenance & Service Options | WAXIE at Your Service

#### Service & Repair Options

- Custom fit preventative 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
- · Quality brand machines

#### "WAXIE gets you back on track."



#### 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

### Skilled and Dedicated Response Team







### Your Trusted Green Partner

#### **Custom Fit Green Solutions**



### WAXIE GPS® I Green Partner Support™

#### Green Cleaning Practices & Procedures

- Promote safer & healthier work environments
- · Increase workplace wellness & productivity
- Reduce environmental impacts
- · Practical & efficient cleaning procedures
- Training & expert consulting
- Achieve LEED® certification

#### **Experts on Staff**

- LEED® Accredited Professionals
- CIMS-GB ISSA Certification Experts

#### Certified Sustainable Cleaning Products

#### WAXIE-Green™ Cleaning Products

- · Support your commitment to sustainable cleaning
- · High-quality cost-effective products
- Superior cleaning performance
- · Latest cleaning technology
- · Products certified by third-party ecolabels
- · Safer for people and the environment

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- eLearning Online Training
- · Seminars On-Site or at WAXIE
- · Cleaning Procedure Guides
- · Job Cards & Flip Charts

- · GHS Regulatory Compliance
- In-Service Training
- Instant Assessment Quiz

The WAXIE Promise: To Provide Your Clients a Cleaner, Healthier, Greener & Safer Facility

#### Market Segments We Serve

- · Brewery and Restaurant
- · Building Service Contractors
- Commercial Real Estate
- Education: K12
- · Education: College
- Government
- Healthcare: Acute
- Healthcare: Long Term
- · Hospitality & Lodging
- Industrial
- Food Processing



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### WAXIE Understands Your Business

Markets We Serve — Whether you are managing a commercial real estate building, an educational campus, a healthcare facility, a hotel property, a building service contractor business, a government building, a manufacturing plant, a large venue or place of worship — if your goal is to have a clean, green, and high performing facility at the total lowest cost, than WAXIE is a partner you can rely on to help get the job done.

WAXIE has been the experts in clean since 1945, and we are committed to helping our customers keep their facilities cleaner, healthier, greener and safer. That means creating customized cleaning solutions to meet your specific needs, and then providing the ongoing training and support to help you achieve a cleaner and healthier building environment at the best value and total lowest cost.

And because the WAXIE organization has been purpose-built from the ground up to serve and provide ongoing support for those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the cleaning industry-specific help you need, when you need it.

Whether it's an on-site cleaning consultation, a timely equipment repair, a bilingual training session, or an introduction to the latest labor saving cleaning innovation and technology, we have proven the extent of our dedication to our customers and the cleaning industry time and again.

No matter what type of business you are in, WAXIE has solutions to help keep your facilities cleaner, greener, healthier and safer.



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#### WAXIE Knows Clean

Protect Health – Promote safer and healthier indoor environments





#### WAXIE Knows Green

Reduce Impact – Reduce environmental impacts associated with cleaning processes





#### **WAXIE Knows Service**

Increase workplace wellness and productivity



Experienced Consultants — When you work with WAXIE, not only do you benefit from WAXIE's experience — after all we have been in the business of helping those responsible for facility maintenance since 1945 — but you also benefit from WAXIE's consultative approach to solving your most challenging facility maintenance issues. WAXIE is not just another company with a big catalog full of products — our consultative approach and trained representatives and specialists mean you can count on WAXIE to be your experienced and trusted partner and advisor.

Customized Solutions — No two buildings are exactly alike, and our approach to helping you get your job done shouldn't be either. WAXIE will work with you to assess and benchmark your current facility maintenance approach, and then customize a total facility maintenance solution which delivers you the best value and overall cost savings. WAXIE offers industry-specific expertise and consultation, and stands ready to do whatever it takes to get the job done on-time and on budget.

Management Tools — WAXIE is set up to work with busy facility maintenance professionals — and we realize that what we do is a small but important part of your overall responsibilities. Our online Web@Work® eCommerce platform with incorporated budget management tools gives you control of, and visibility to, your overall facility supply spend, making it easier for you to manage. WAXIE is a company which has been purpose-built to serve those who are responsible for delivering cleaner, green, healthier and safer facilities.

Sustainability — You have sustainability goals to reach, and WAXIE GPS® Green Partner Support™ guides you to reaching these goals, up to and including contributions to LEED® certification, CIMS-GB certification, AASHE STARS® rating, or WELL certification. 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. WAXIE has the experience and expertise to help guide you through the process to reach your sustainability goals.

WAXIE understands that you need to provide a clean, fresh and healthy experience for visitors to your facility at the total lowest cost. WAXIE delivers innovative cleaning solutions, along with other facility maintenance supplies combined with industry-specific expertise and consultation that contribute to lower operating costs, enhanced public image and cleaner surfaces, all while helping you create a favorable building occupant experience.









# **WAXIE Inventory Centers**

WAXIE Sanitary Supply has **23 Inventory Centers** strategically located in nine Western states and servicing 12 states that include: California, Oregon, Washington, Alaska, Nevada, Arizona, Utah, Idaho, Colorado, Wyoming, Montana and New Mexico.

WAXIE Inventory Centers carry a full supply of sanitary products, janitor supplies and equipment to quickly and efficiently meet your sanitary maintenance needs.

Each modern, clean Inventory Center also has a showroom and Customer Service Center to help you determine which sanitary or janitorial product is best for you.

As the true single source for all your maintenance, sanitary and janitorial requirements, you can depend on WAXIE's knowledgeable sales consultants, high-quality and effective products, equipment and procedural training, friendly customer service representatives, and total inventory management to minimize costs, simplify logistics, and maximize your satisfaction.



#### Anchorage, Alaska

4005 Spenard Road Anchorage, AK 99517-3008 Phone: (907) 248-0404 Fax: (907) 248-3662

#### Fairbanks, Alaska

3606 Schacht Street Fairbanks, AK 99701-7357 Phone: (907) 452-8538 Fax: (907) 452-2878

#### Mesa, Arizona

4136 E. McDowell Road Mesa, AZ 85215-9700 Phone: (480) 333-1000 Fax: (480) 968-1539

#### Tucson, Arizona

355 S. Euclid Avenue, Suite 105 Tucson, AZ 85719-6654 Phone: (520) 629-9699 Fax: (520) 629-9499

#### El Centro, California

198 E. Ross Road El Centro, CA 92243-9448 Phone: (760) 352-4691 Fax: (760) 352-4698

#### Livermore, California

901 N. Canyons Parkway Livermore, CA 94550-9422 Phone: (925) 454-2900 Fax: (925) 605-3073

#### Ontario, California

905 N. Wineville Avenue Ontario, CA 91764-5595 Phone: (909) 942-3100 Fax: (909) 942-3199

#### Palm Springs, California

72-080 Woburn Court Units A & B Thousand Palms, CA 92276-2308 Phone: (760) 343-4410 Fax: (760) 343-4411

#### Sacramento, California

2421 Del Monte St. West Sacramento, CA 95691 Phone: (916) 231-0584 Fax: (916) 231-0598

#### Santa Ana, California

3220 S. Fairview Street Santa Ana, CA 92704-6509 Phone: (714) 545-8441 Fax: (714) 957-3179

#### San Diego, California

9353 Waxie Way San Diego, CA 92123-1036 Phone: (858) 292-8111 Fax: (858) 279-6311

#### San Jose, California

890 Service St. San Jose, CA 95112 Phone: (408) 855-6600 Fax: (408) 855-6633

#### San Rosa, California

981 Airway Court, Suite D Santa Rosa, CA 95403 Phone: (707) 522-6840 Fax: (707) 522-6845

#### Colorado Springs, Colorado

2180 Victor Place, Suite B Colorado Springs, CO 80915-1503 Phone: (719) 418-8100 Fax: (719) 418-8199

#### Denver, Colorado

2255 N. Pagosa Street, Suite 100 Aurora, CO 80011-8127 Phone: (720) 216-6600 Fax: (720) 216-6699

#### Boise, Idaho

2240 S. Cole Road, Suite 110 Boise, ID 83709-2814 Phone: (208) 376-8700 Fax: (208) 376-8707

#### Idaho Falls, Idaho

1359 E. Commerce Way Idaho Falls, ID 83401-1206 Phone: (208) 552-1300 Fax: (208) 552-2792

#### Las Vegas, Nevada

277 Pilot Road Las Vegas, NV 89119-3533 Phone: (702) 263-0663 Fax: (702) 545-9599

#### Portland, Oregon

Building D of The Commons at South Shore 4772 NE 190<sup>th</sup> Lane Gresham, OR 97230-7577 Phone: (503) 674-0002 Fax: (503) 674-0005

#### St. George, Utah

525 North 3050 East, Suite 102 St. George, UT 84790-9101 Phone: (435) 652-9990 Fax: (435) 652-9991

#### Salt Lake City, Utah

5107 West 1730 South Salt Lake City, UT 84104-5339 Phone: (801) 886-3700 Fax: (801) 886-3799

#### Seattle, Washington

18314 80<sup>th</sup> Place South Kent, WA 98032-1011 Phone: (425) 291-1700 Fax: (425) 291-1799

#### Spokane, Washington

3808 N. Sullivan Road, Building 25C Spokane Valley, WA 99216-1608 Phone: (509) 344-3900 Fax: (509) 344-3899







# WHAT WE DO & WHY WE'RE DIFFERENT Ongoing Service And Support

WAXIE has been the experts in clean since 1945, and we are committed to helping our customers keep their facilities cleaner, healthier, greener and safer. That means creating customized cleaning solutions to meet your specific needs, and then providing the ongoing training and support to help you achieve a cleaner and healthier building environment at the best value and total lowest cost.

And because the WAXIE organization has been purpose-built from the ground up to serve and provide ongoing support for those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the cleaning industry-specific help you need, when you need it.

Whether it's an onsite cleaning consultation, a timely equipment repair, a bilingual training session, or an introduction to the latest laborsaving cleaning innovation and technology, we have proven the extent of our dedication to our customers and the cleaning industry time and again. Test us out and we'll prove it to you.

# DISCOVER THE WAXIE DIFFERENCE The Most Trusted Name In Clean, Since 1945.

WAXIE understands that you need to provide a clean, fresh and healthy experience for visitors to your property at the total lowest cost. WAXIE delivers innovative cleaning solutions, along with other facility maintenance supplies combined with industry-specific expertise and consultation that contribute to lower operating costs, enhanced public image and cleaner surfaces, all while helping you create a favorable building occupant experience.

WAXIE has Inventory Centers strategically located throughout the Western United States to serve you. WAXIE is also a member-owner of Network Services Company, a streamlined and collaborative collection of the best independent distributors in the world providing an efficient and integrated approach to servicing large account portfolios.

Please contact your WAXIE Account Consultant today to schedule a consultation.







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Productive facilities start with solutions tailored to your business

**Experience the strength of WAXIE Sanitary Supply** 

Our custom programs, expert advice, local support will allow you to do business your way. With access to the industry-leading facility supplies, packaging solutions, foodservice solutions, and specialty marketing products, you can drive better business performance every day.



We know how to solve your most demanding problems, delivering the right solutions at the right time to meet your unique needs efficiently, at any scale.

#### HANDS-ON PARTNERSHIP

With all the advantages of a nationwide footprint, we're committed to working with you locally to focus undivided attention on meeting daily challenges.









# a broad catalog

# of products and valuable services supporting:



#### JAN-SAN

Innovative cleaning solutions and facility supplies to ensure a healthier building occupant experience.



#### **FOODSERVICE**

A wide range of supplies, equipment, and disposables for operating foodservice facilities.

#### WHO WE SERVE:

- BSC/CRE
- · Government/education
- · Healthcare
- · Hospitality and lodging
- Industrial
- Foodservice processing

- Restaurants, commercial kitchens and contract feeders
- · Education and institutional dining
- Grocery
- Healthcare
- Hospitality

#### WHAT WE OFFER:

- · Cleaning chemicals and tools
- Hand hygiene programs
- Floor cleaning equipment
- · Can liners and receptacles
- · Washroom systems and supplies
- · Air care and purification
- · Safety and PPE

- Disposable packaging cups, plates, bowls and cutlery
- · Film, foil and paper
- Bags and boxes
- · Catering supplies
- Foodservice equipment and smallwares

#### HOW WE ARE VALUABLE:

- Promote safer and healthier work environments
- Customized hand hygiene programs
- Help control facility-acquired infections
- · Reduce environmental impacts
- Training on practical and efficient cleaning procedures
- Laborsaving cleaning innovations and technology

- Food preparation, presentation, and packaging programs
- Food safety and sanitation solutions
- Custom printed packaging options
- Front-of-the-house and back-ofthe-house products, concepts, and consultation

With the strength and reach of a national corporation, WAXIE Sanitary Supply and BradyPLUS deliver the industry-leveraged purchasing power to keep acquisition costs low. Our extensive product portfolio encompasses both private and national brands shipped directly to your facilities. And our financial strength gives us the agility to allocate resources as needed to our customers' best advantage.



#### **PACKAGING**

Packaging supplies, equipment, and expertise to fully optimize packaging processes.



# MARKETING EXECUTION

A holistic management across marketing programs to help develop, procure, fulfill and distribute.

#### WHO WE SERVE:

- Manufacturing
- Food processing
- · Redistribution and warehouses
- Retail

- Retail
- · Building products
- CPG
- Hospitality
- · Beer, wine and spirits

#### WHAT WE OFFER:

- Corrugate and protective materials
- · Polybags and industrial films
- · Tapes and shipping supplies
- Stretch and shrink wraps
- Packaging equipment and automation

- · Interior and exterior signage
- · Displays and POP
- · Printed materials and direct mail
- · Branded merchandise
- · Digital and creative services

#### **HOW WE ARE VALUABLE:**

- · Maximize production line uptime
- Vendor consolidation for efficiency
- Simplify contract manufacturing and co-packaging
- Preventative and scheduled maintenance programs
- Streamlined marketing operations and processes
- Complete transparency of your marketing management
- Leveraged buying power to improve your profitability and minimize waste

# how we make a difference

### CATEGORY MANAGEMENT

We help you choose a suite of products that provides the best performance and return on investment.

### FORECASTING & PLANNING

We help you predict material needs, maintain efficient inventory and ensure timely ordering based on objective data.

#### ORDER MANAGEMENT

We simplify discovery and procurement of the exact products you need, when you need them.

### MARKETING EXECUTION

We help your brand work harder and smarter with holistic management across your physical marketing materials.

### FULFILLMENT & DISTRIBUTION

We deliver the products and custom kits you need to keep all your locations supplied, coast to coast.

#### PRODUCT USE, SERVICE & TRAINING

We provide expert training to ensure your staff knows how to use products and equipment safely and effectively.

### TECHNOLOGY SOLUTIONS

We eliminate wasteful manual processes through automation technologies integrated across your supply chain.

## **OUR EXCLUSIVE BRANDS**









## A FEW OF OUR LEADING SUPPLIER BRANDS

A Broad Selection of Trusted National Brands











































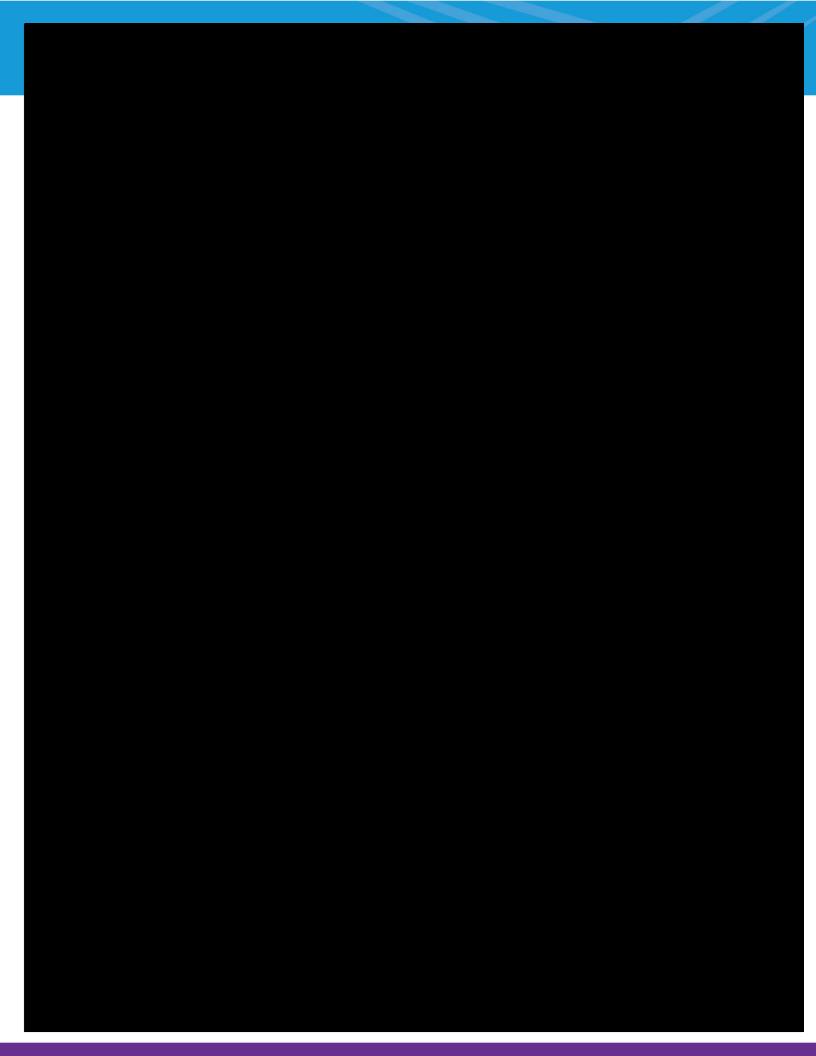


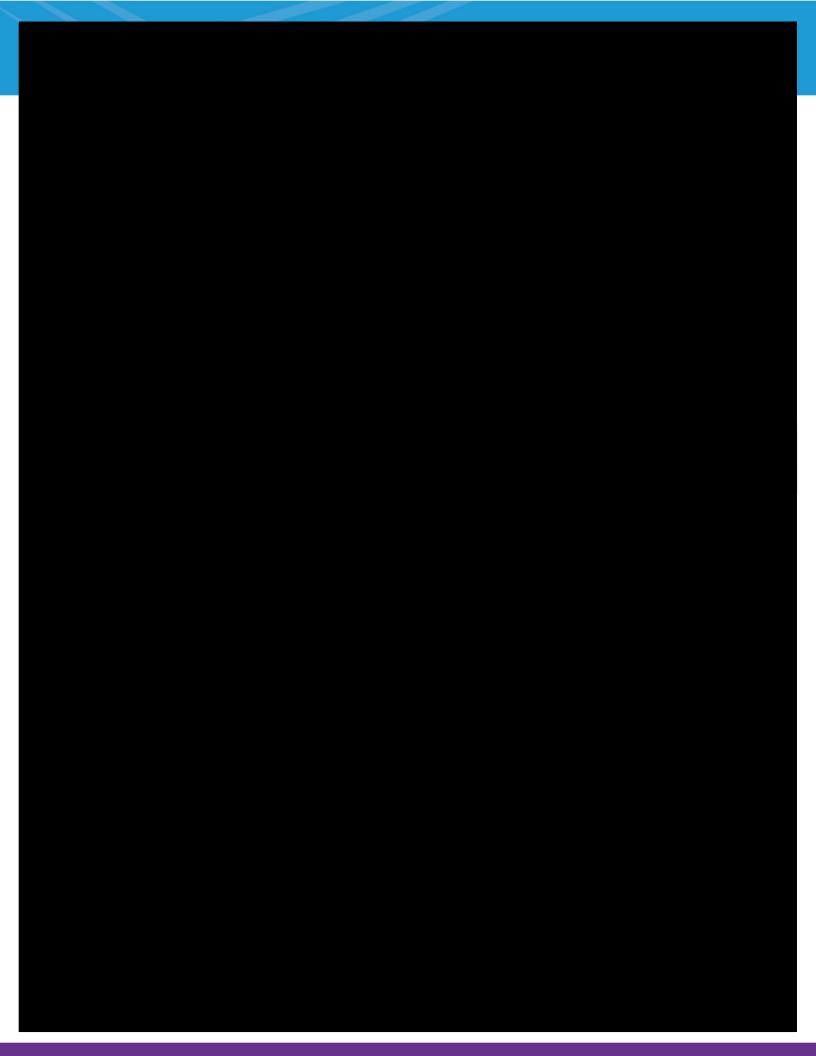


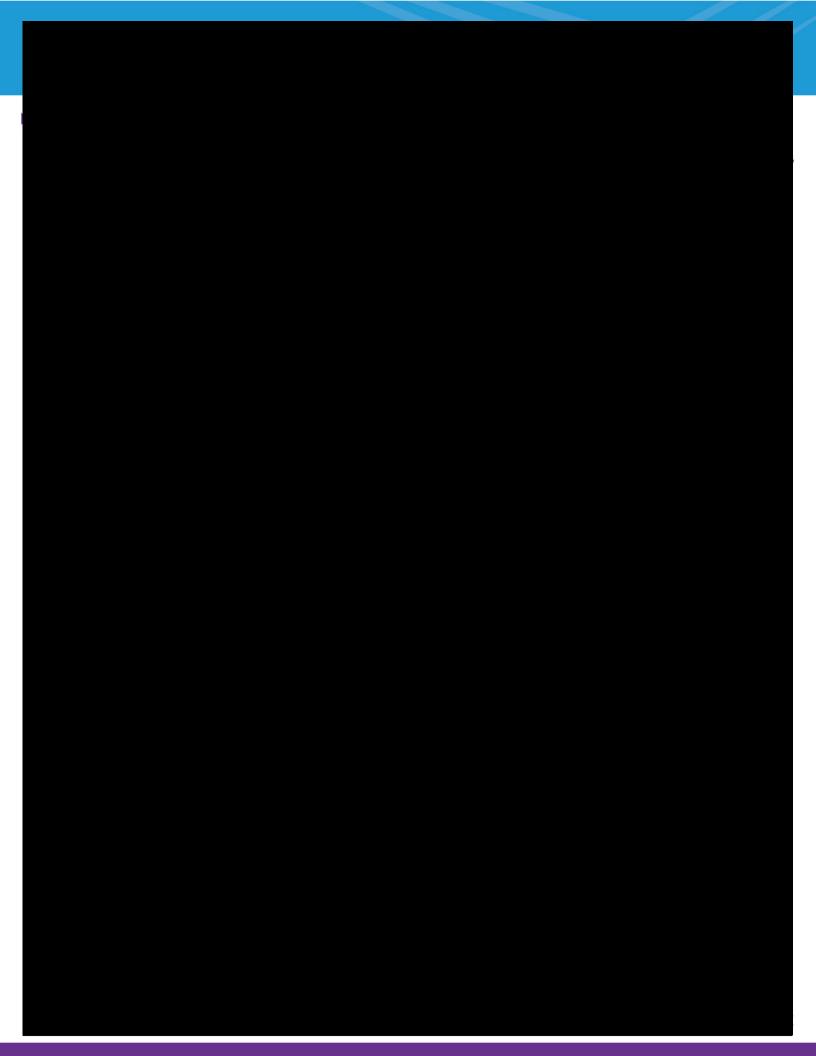


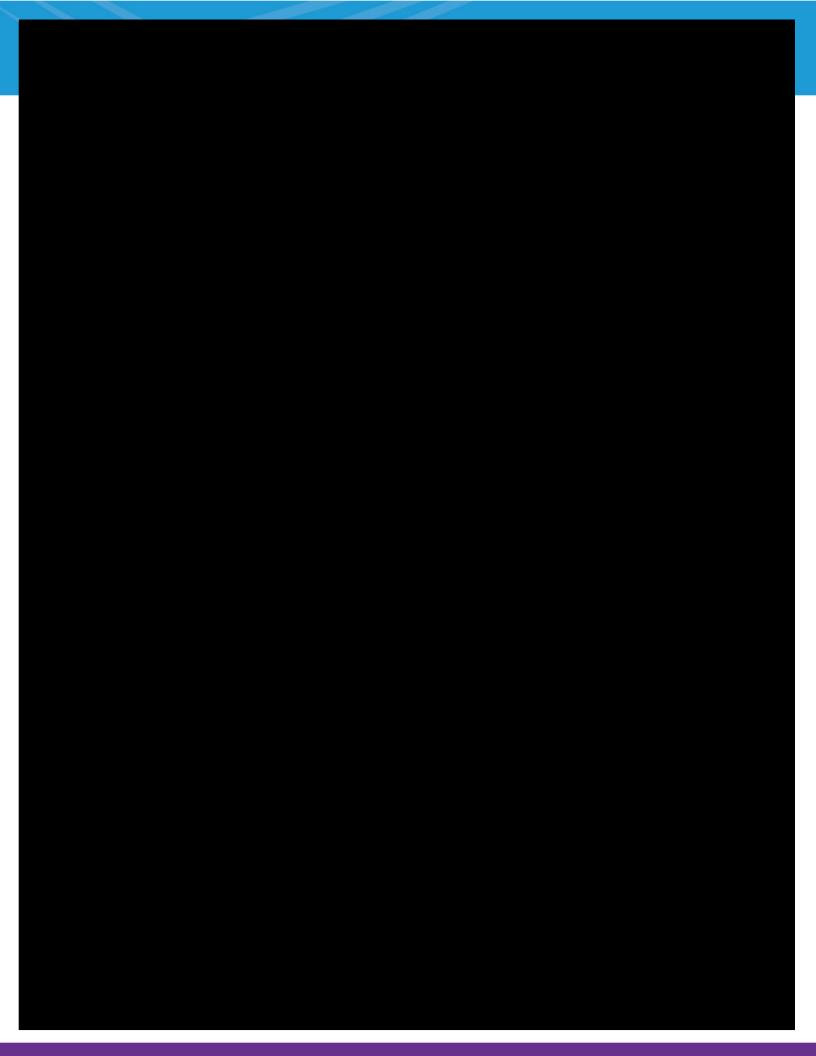


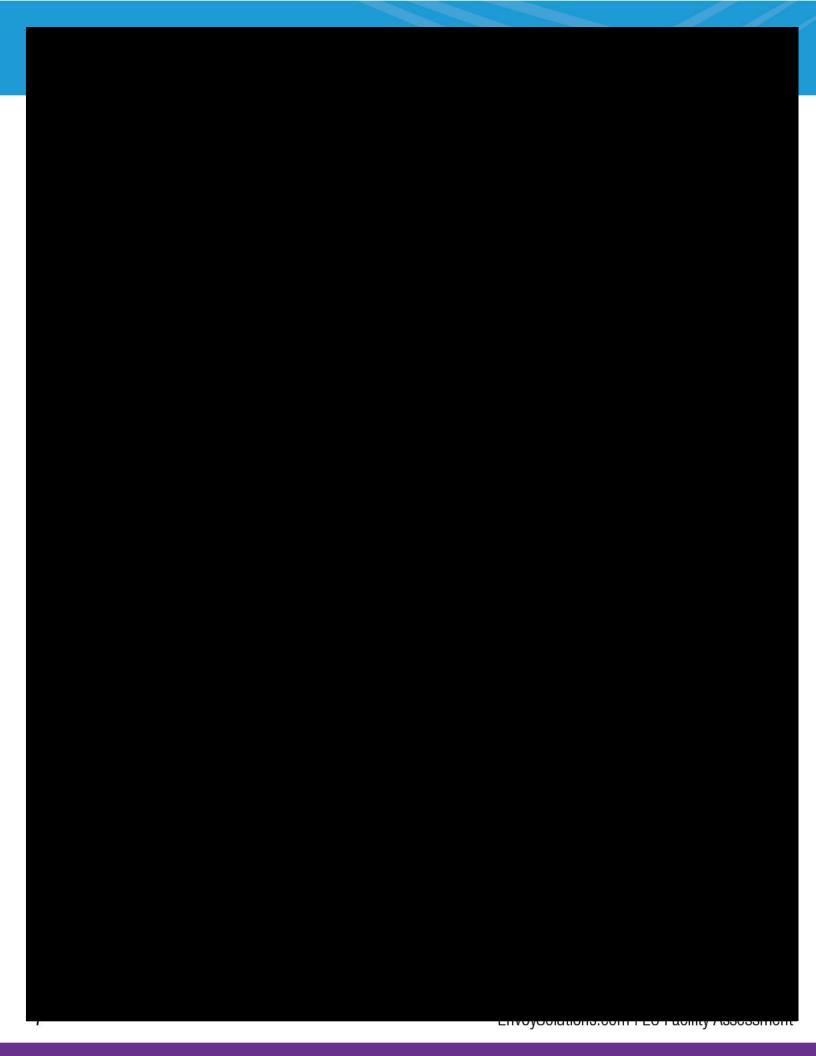


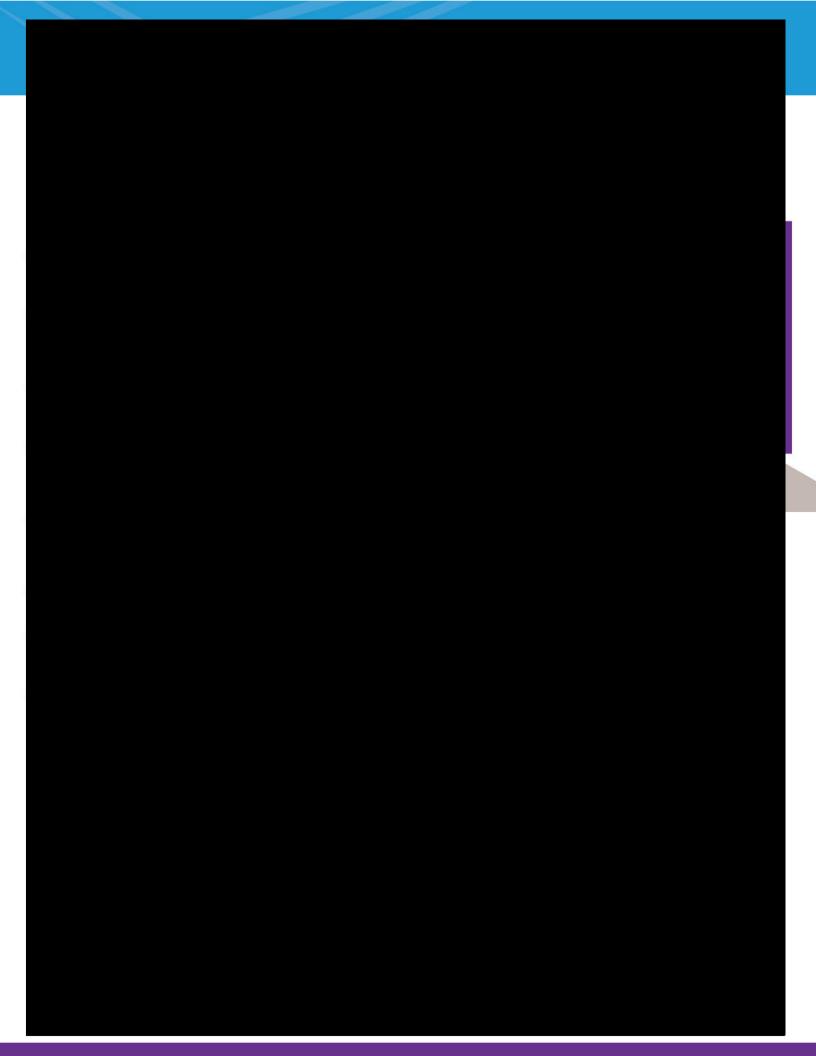


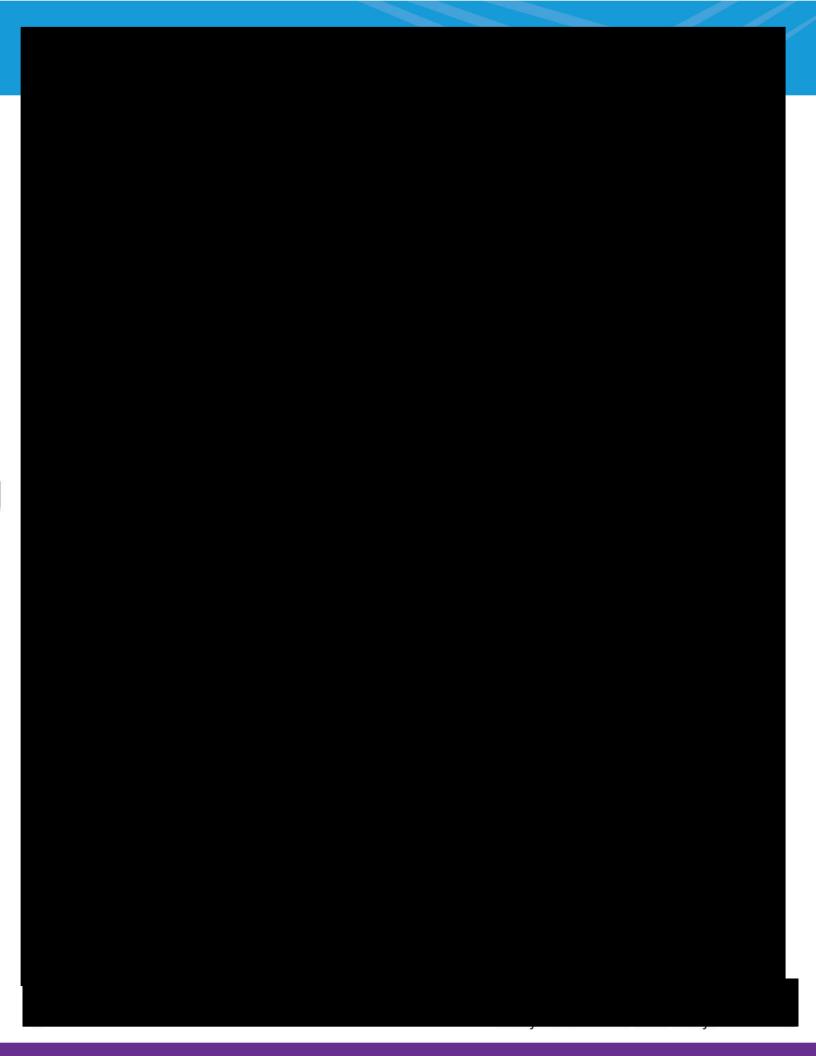


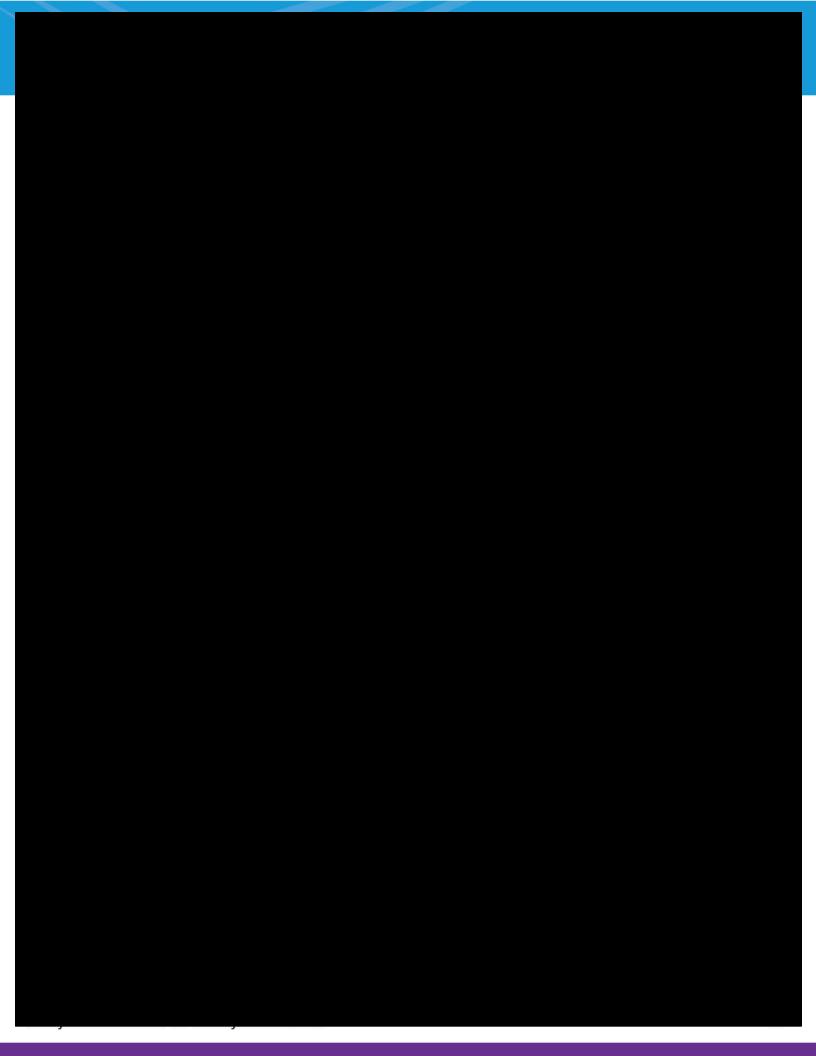


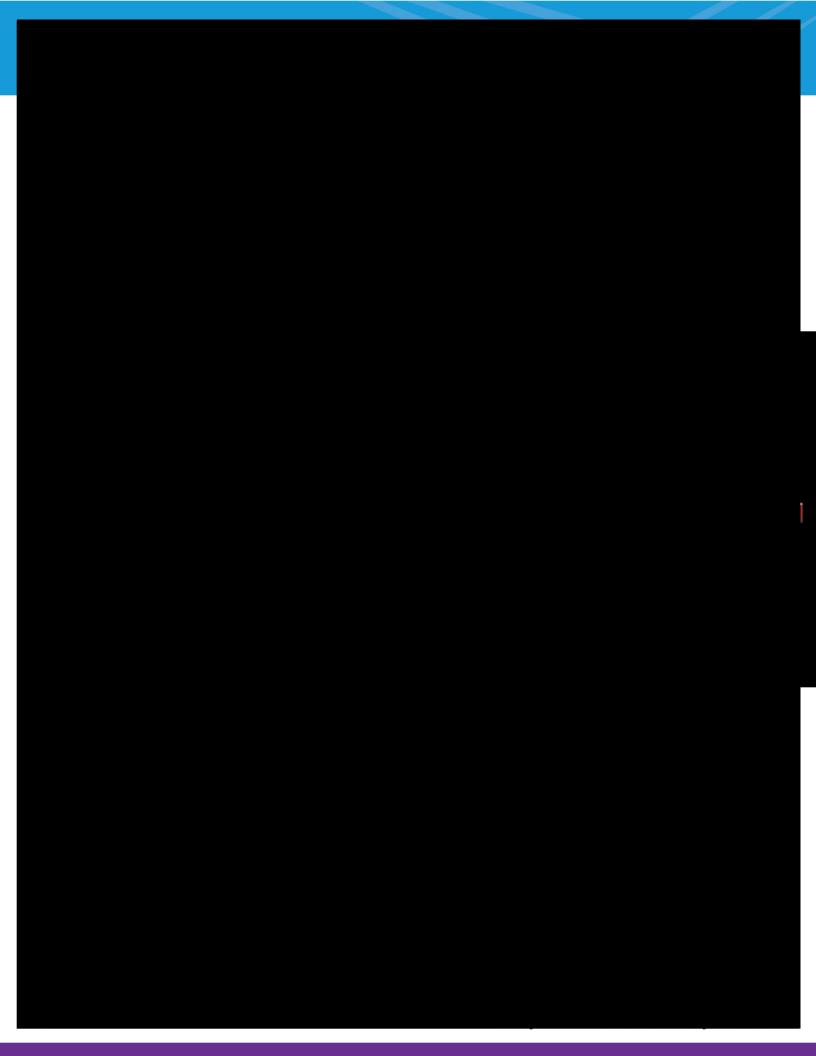


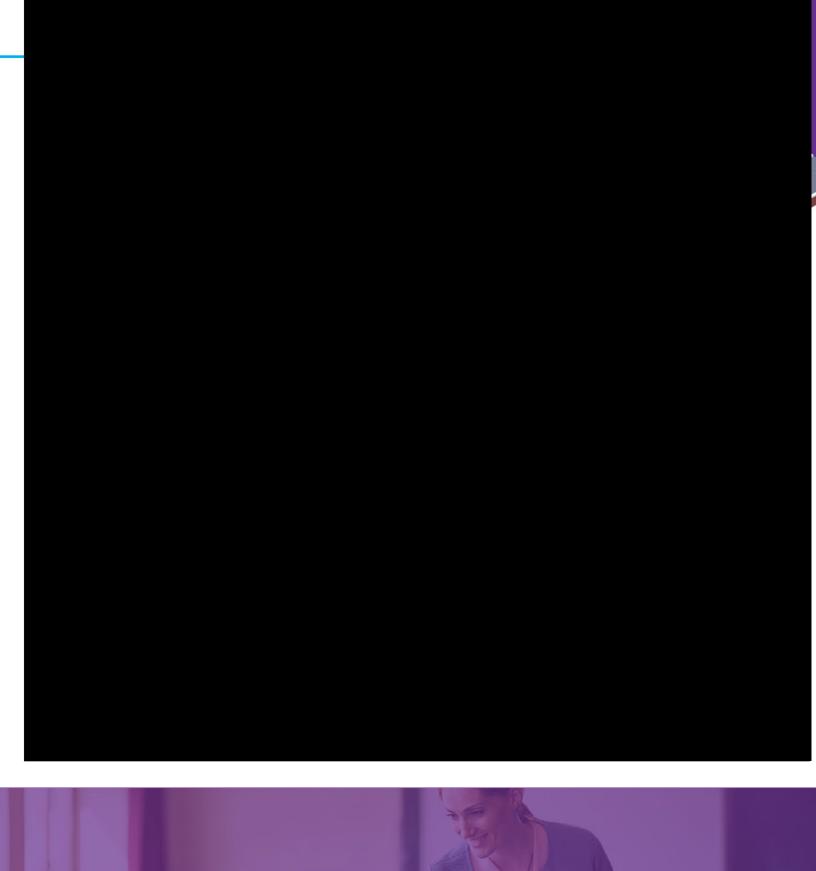














Available through Envoy Solutions and our Regional Distribution Brands www.envoysolutions.com I (800) 995-4466

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## K12 K-12 EDUCATION

Cleaner, Healthier + Safer, More Productive, More Sustainable

# We Offer Total JanSan Solutions

There's nothing more important than keeping our kids healthy and safe in school. BradyPLUS recognizes that you have the critical job of providing a clean, healthy, safe, and sustainable learning environment for your students and staff at the lowest cost. That's why we offer a comprehensive approach called the "Essential 8" to deliver innovative JanSan solutions for your educational facilities. Learn how our Essential 8 will enhance your school's public image, lead to increased attendance and student performance, and lower operating costs.

## **CLEANER**

clean and healthy.

Cleaner Hands, Surfaces, and Air! We are your trusted partner to help you deliver a fresh, healthy, and clean learning environment. We combine expertise with a broad portfolio of product solutions and customized training support for educational facilities. We are purposebuilt to serve those like you who are responsible for keeping our schools

## **HEALTHIER + SAFER**

Healthy Hands = Healthy Students! Clean hands and properly disinfected surfaces mean fewer sick calls and improved student wellness. Our four-pronged strategy of enhanced hand hygiene, comprehensive surface cleaning, targeted surface disinfecting, and improved indoor air quality breaks the chain of infection to promote health for everyone

## MORE SUSTAINABLE

Everything You Need to Clean When You Want To Go Green! We perform an in-depth review of your sustainability goals and then identify an achievable action plan. Our GPS® Green Partner Support™ is a partnership between BradyPLUS and your school district to help you implement an effective green cleaning program to reduce impacts on both human health and the environment. We have the expertise to guide you to the right JanSan solutions so you can reach your sustainability and waste diversion goals.

## **MORE PRODUCTIVE**

inside the building.

Increase Efficiency and Lower Costs! Our industry experts analyze your operations to identify steps to create the highest value with the best overall savings. Our consultative approach identifies custom-fit laborsaving solutions that enable you to streamline, standardize, and mechanize the cleaning process to increase efficiencies and achieve your JanSan objectives. In addition, our Negotiated Price Lists (NPLs) on both local and national cooperative contracts ensure that you can count on consistent pricing and on-time product deliveries.



## HAND HYGIENE

- · Hand soap and sanitizer dispensing systems
- · Sanitary paper products and dispensing systems



## **CLASSROOM CARE**

- · Cleaning chemicals, tools and equipment
- Carpet and hard floor care systems
- Air purifiers



## **SAFETY**

- Personal protective equipment (PPE)
- Safety Supplies
- · Entryway matting systems



## **CAFETERIA CARE**

- Cleaning, sanitizing, and disinfecting chemicals, tools and equipment for nutritional services
- Foodservice supplies and disposables



## CONSERVATION

- Water efficient restroom fixtures and cleaning systems
- Recycling and waste diversion solutions
- · Energy efficient LED lighting



## **RESTROOM CARE**

- · Cleaning chemicals, tools, and equipment
- Odor control and disinfectant solutions
- · Hand soaps and sanitizers, and sanitary paper products
- Receptacles and liners



## SITE MAINTENANCE

- · Window cleaning chemicals, tools, and equipment
- Grounds cleaning equipment
- · Cleaning carts and equipment



## **GYMNASIUM CARE**

- Wood floor care systems
- Disinfectant solutions
- Cleaning chemicals, tools, and equipment





## BradyPLUS Knows CLEAN

We've built our reputation as industry leading experts in cleaning for commercial, educational, institutional, and industrial environments.

We are your single source for all facility supply needs, from the basic every day items to specialized products, such as ride-on auto scrubbers and no-touch restroom accessories. Our customized cleaning solutions will perfectly suit your needs.

## **BradyPLUS Knows GREEN**

We are committed to being an industry leader in promoting responsible business practices that support more sustainable communities.

With our own LEED® Accredited Professionals and CIMS-GB ISSA Certification experts on staff, we offer cleaning product solutions, best practices training, and advanced procurement platforms to support clean and green building environments.

## BradyPLUS Knows SERVICE

We have a proven track record of being there for our clients when they need us most, whether it's a crisis that demands a last-minute delivery, an all-night training, a timely equipment repair, or a bilingual training session.

We go above and beyond because our customers deserve it, and we won't stop until your needs are met. That's the BradyPLUS Way.



Essential 8 is a comprehensive approach that identifies opportunities to achieve cleaner, healthier, safer, more productive, and more sustainable learning spaces in educational facilities. It's a partnership between BradyPLUS and you to holistically evaluate and take actionable steps to create a clean and green learning environment at the total lowest cost.

BradyPLUS affiliates are members of these organizations:





## SUPPLIES + SUPPORT

We are a leading specialized distributor and solution provider focused on JanSan, foodservice, and industrial packaging. We are driven to make customers more successful and operations more sustainable and more productive.

We offer Supplies PLUS Support: Premium brands, expert advice, and exceptional customer experiences. Our 6,000 associates have a passion for delivering innovative solutions for the business challenges of today and tomorrow.

Together, we serve thousands of customers nationwide in end markets, including education, government, healthcare, hospitality, restaurants, building services, food packaging & processing, and grocery.

For more information on BradyPLUS, visit BradyPLUS.com

03-2024



# **3radyPLUS**





## **EDU** HIGHER EDUCATION

Cleaner, Healthier + Safer, More Productive, More Sustainable

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## **CLEANER**

Cleaner Hands, Surfaces, and Air! We are your trusted partner to help you deliver a fresh, healthy, and clean learning environment. We combine expertise with a broad portfolio of product solutions and customized training support for educational facilities. We are purpose-built to serve those like you



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schools clean and healthy.

who are responsible for keeping our

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(NPLs) on both local and national cooperative contracts ensure that you can count on consistent pricing and on-time product deliveries.



## **HAND HYGIENE**

- Hand soaps and sanitizers
- · Sanitary paper products and dispensing systems



## **RESTROOM CARE**

- · Cleaning chemicals, tools, and equipment
- Odor control and disinfectant solutions
- Hand soap and sanitizers
- Sanitary paper products
- · Receptacles and liners



## **CLASSROOM CARE**

- · Cleaning chemicals, tools, and equipment
- · Carpet and hard floor care systems
- Air purifiers



## **HOUSING AND DINING SERVICES**

- Cleaning, sanitizing, and disinfecting chemicals, tools, and equipment for on-campus residence and dining facilities
- Foodservice supplies and disposables



## CONSERVATION

- Water efficient fixtures and cleaning systems
- · Energy efficient LED lighting
- · Recycling and waste diversion solutions



## **SAFETY**

- Personal protective equipment (PPE)
- Safety supplies
- · Entryway matting systems



## SITE MAINTENANCE

- · Window cleaning chemicals, tools, and equipment
- Grounds cleaning equipment
- · Cleaning carts and equipment



## **ATHLETICS FACILITIES**

- · Wood floor care systems
- Disinfectant solutions
- · Cleaning chemicals, tools, and equipment





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Together, we serve thousands of customers nationwide in end markets, including education, government, healthcare, hospitality, restaurants, building services, food packaging & processing, and grocery.

For more information on BradyPLUS, visit BradyPLUS.com

03-2024





## VMI. Virtual Managed Inventory









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.

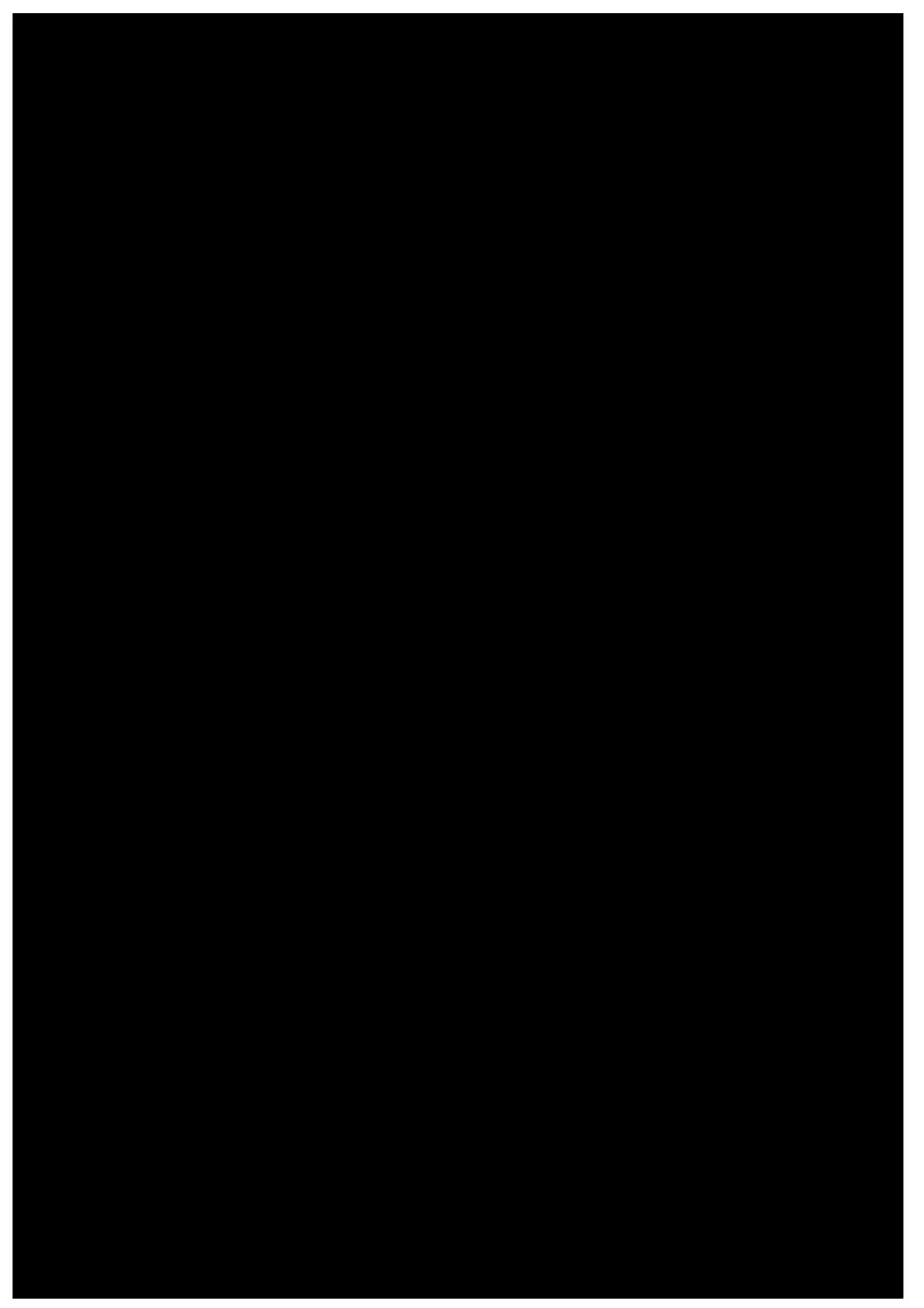




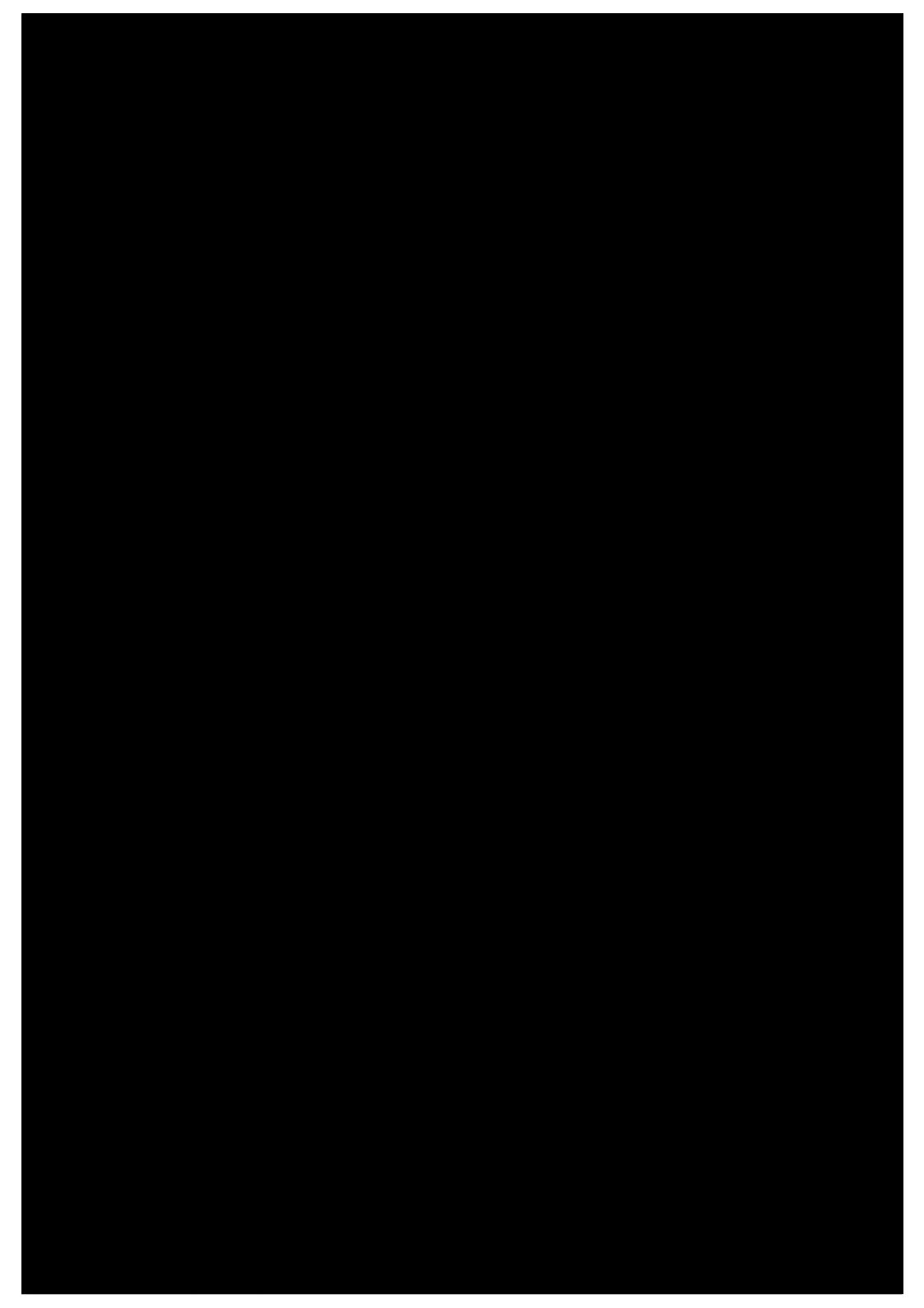
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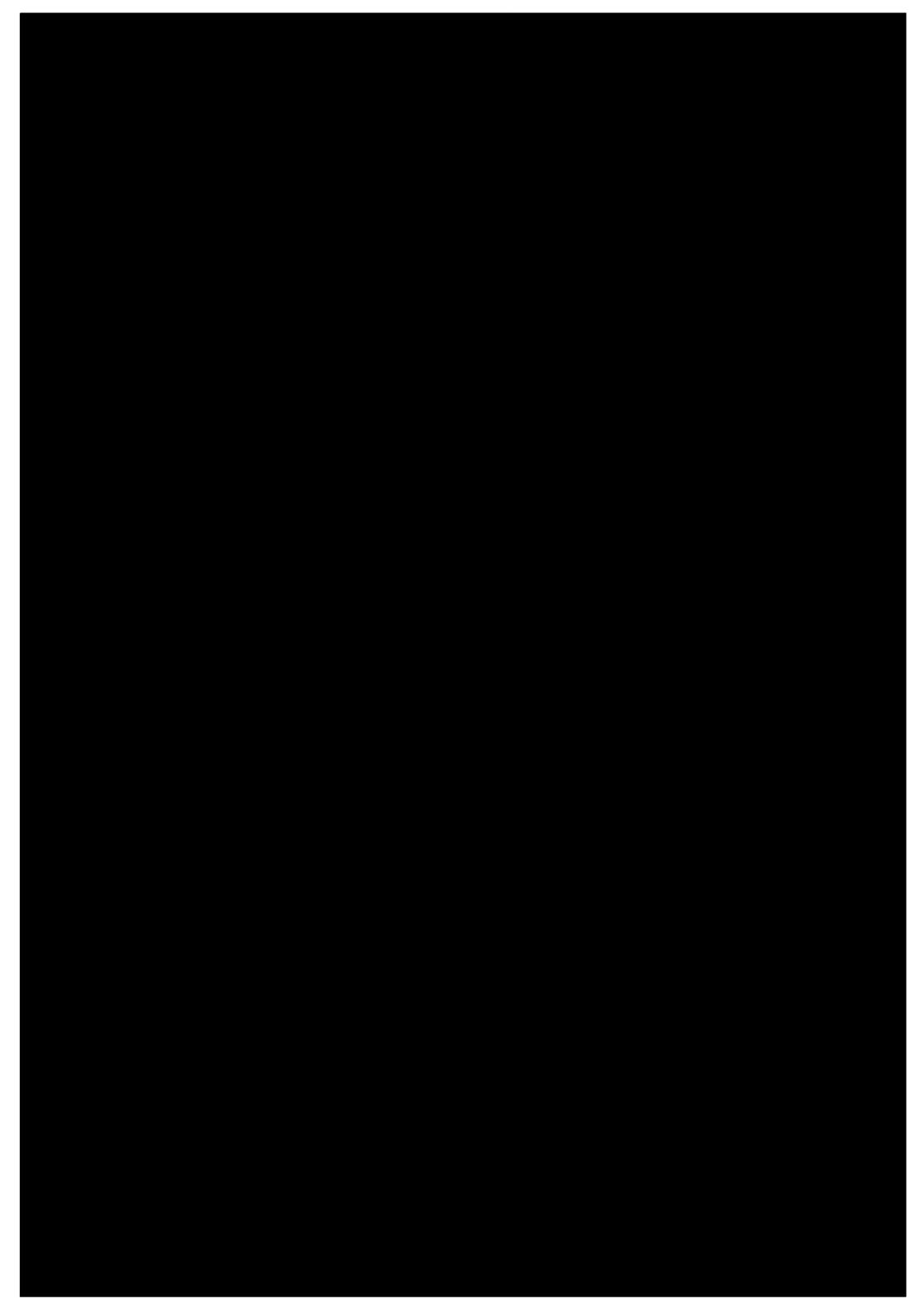
D&B Finance Analytics

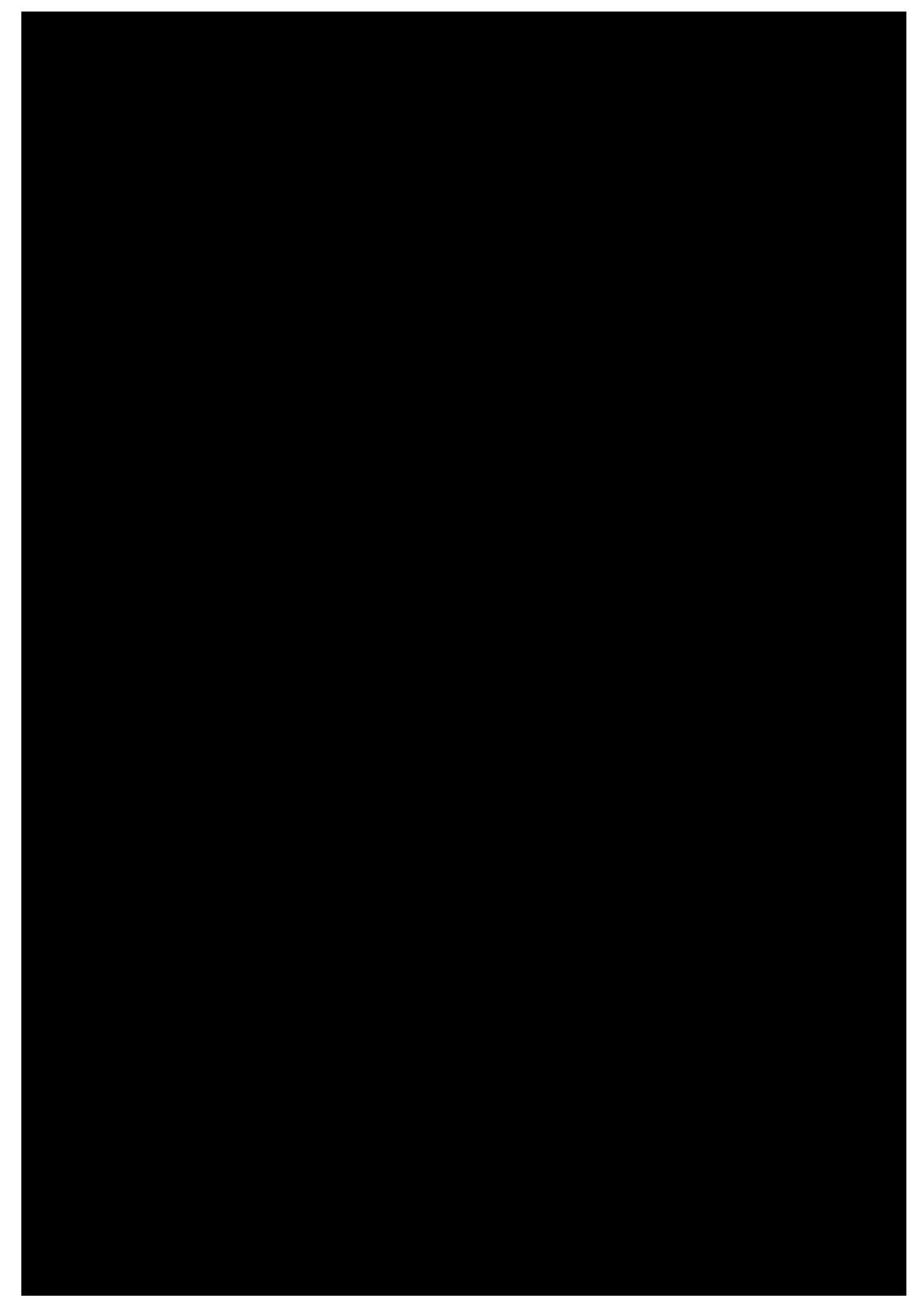
Exhibit J

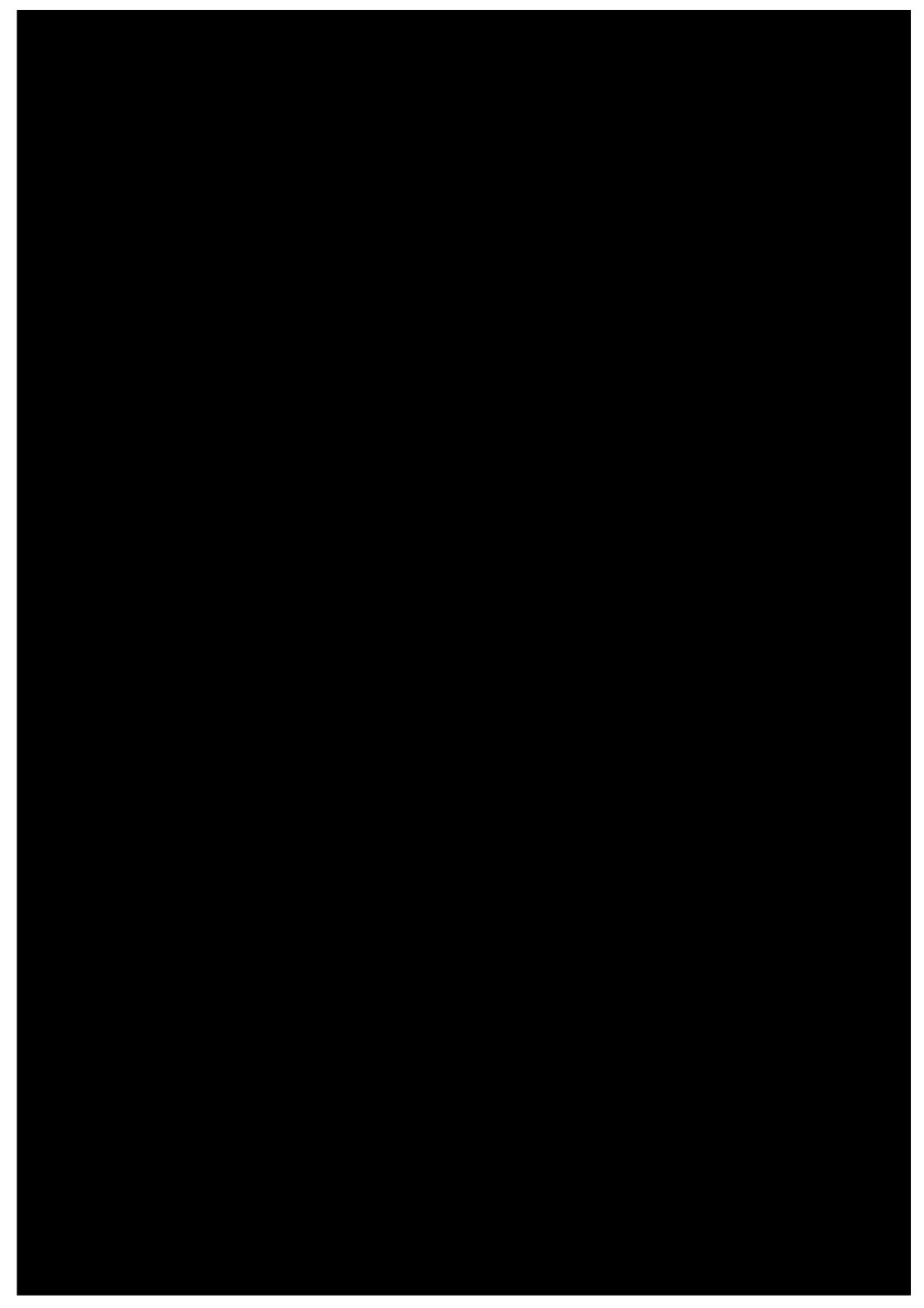


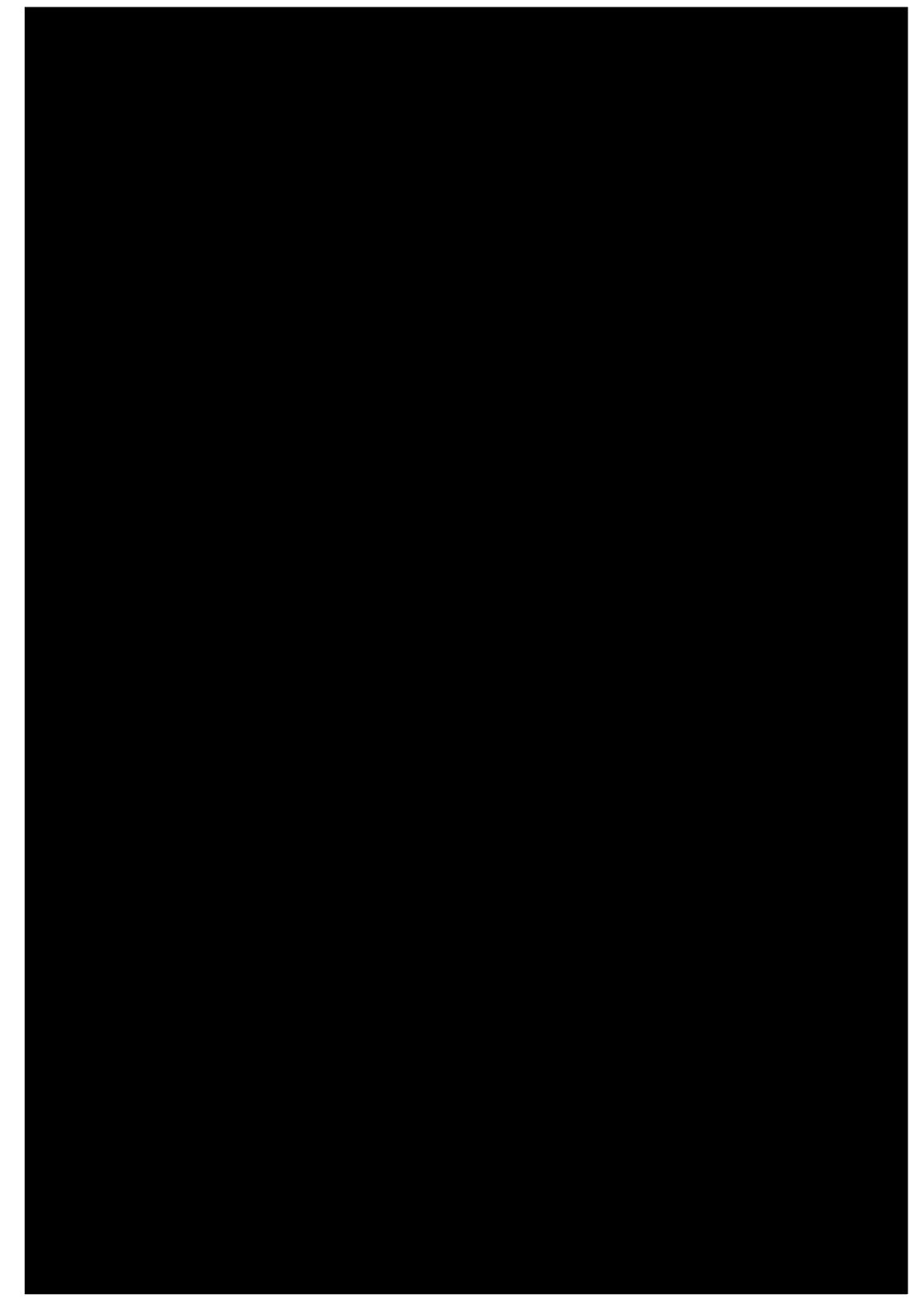


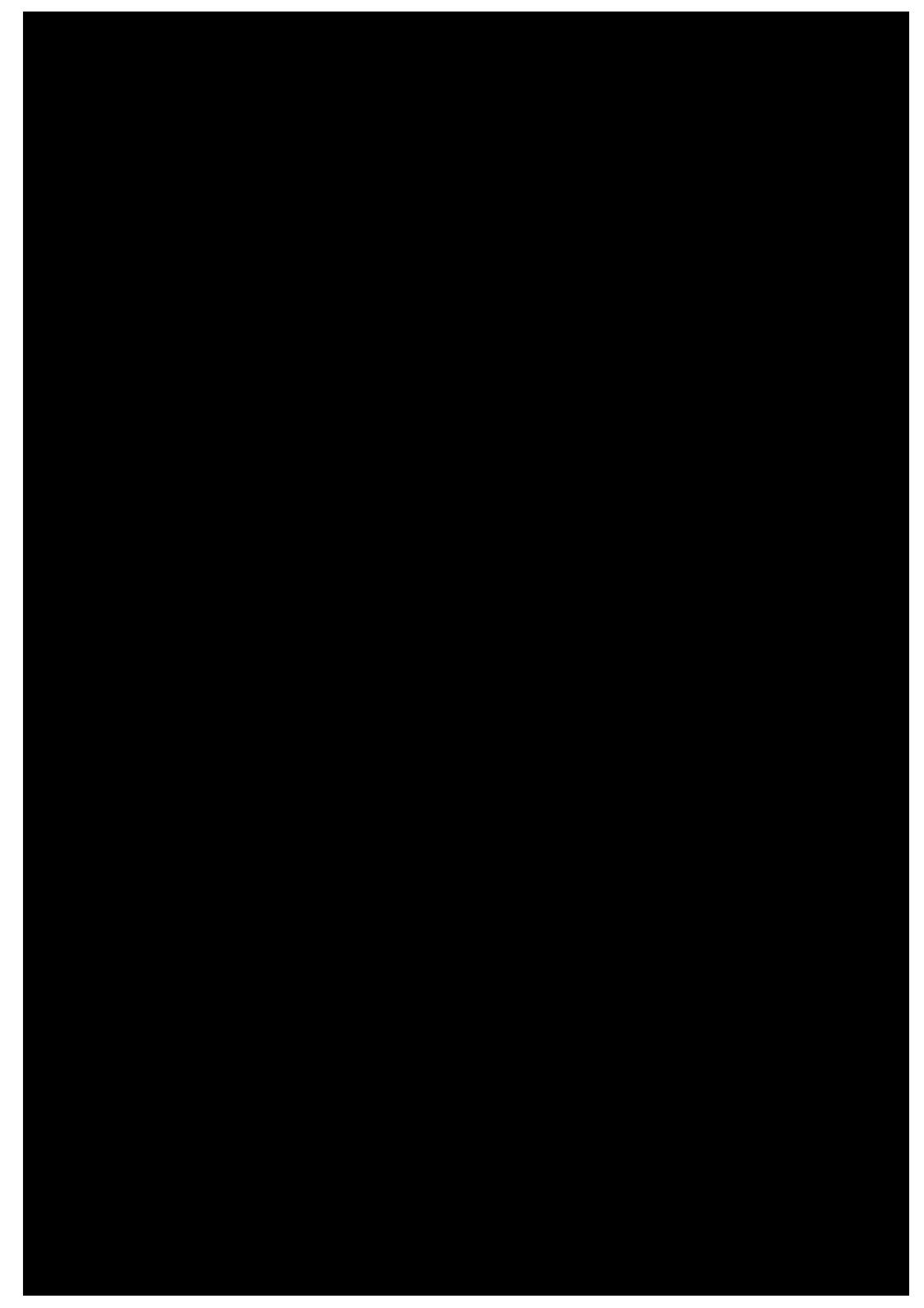






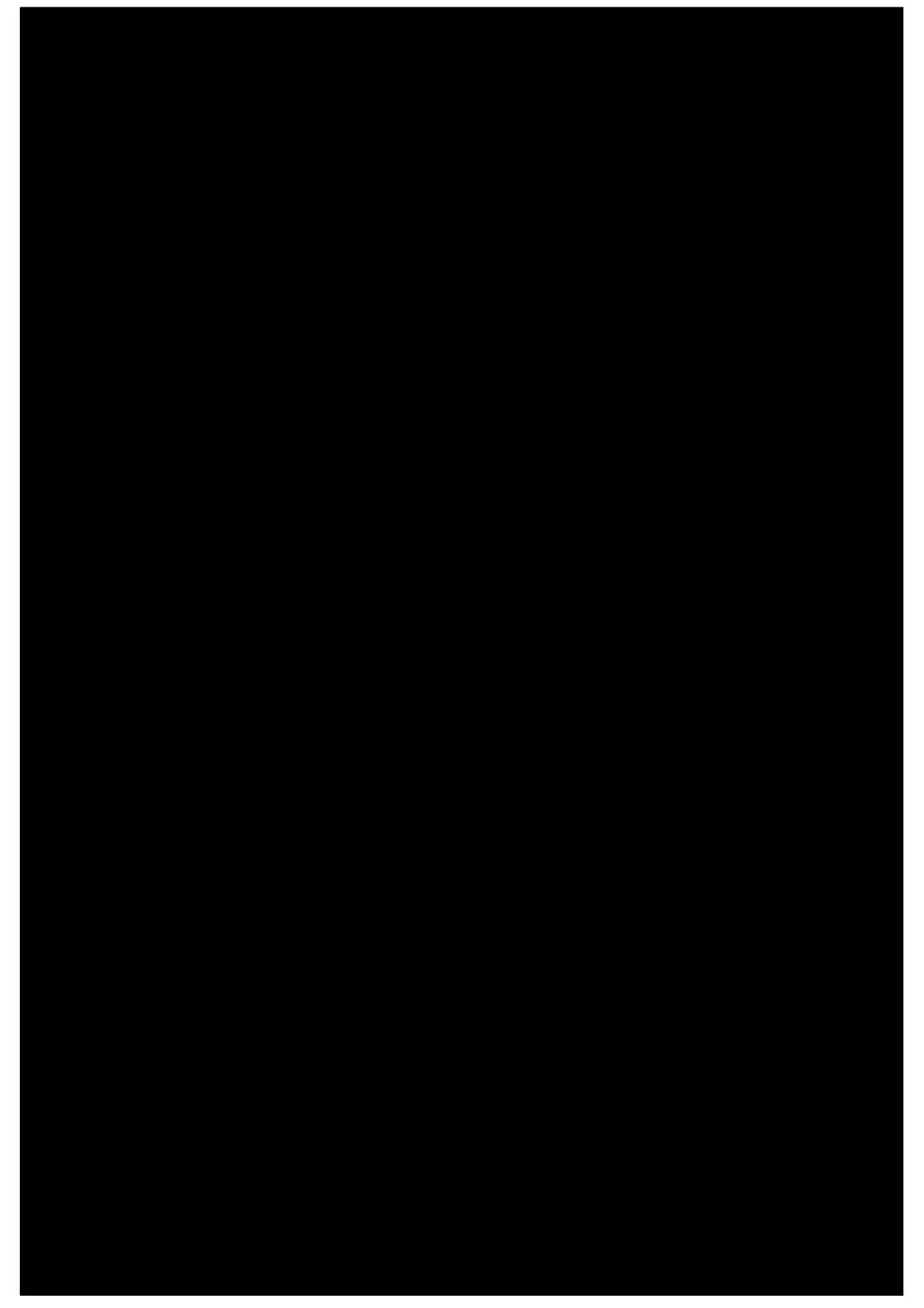


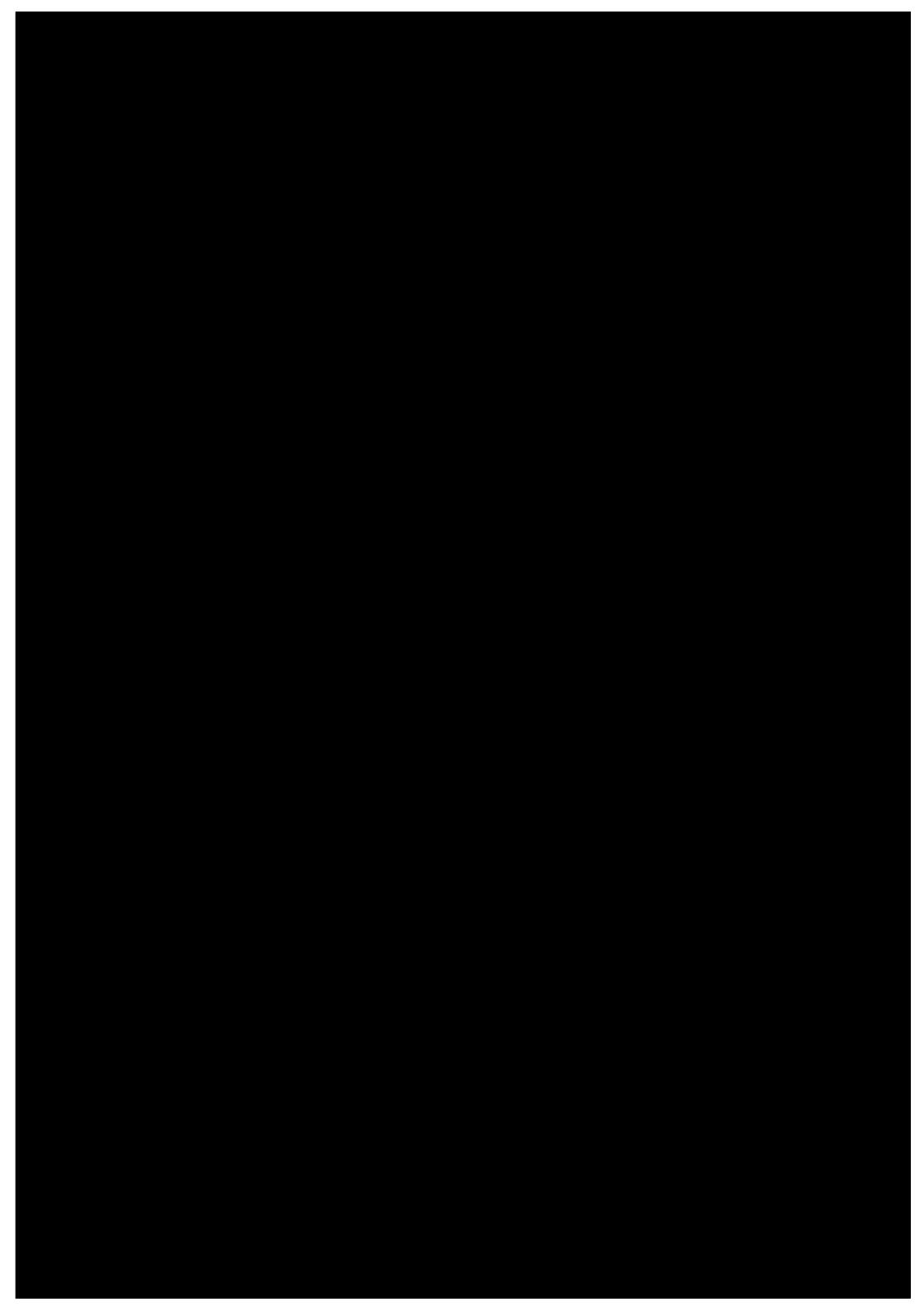


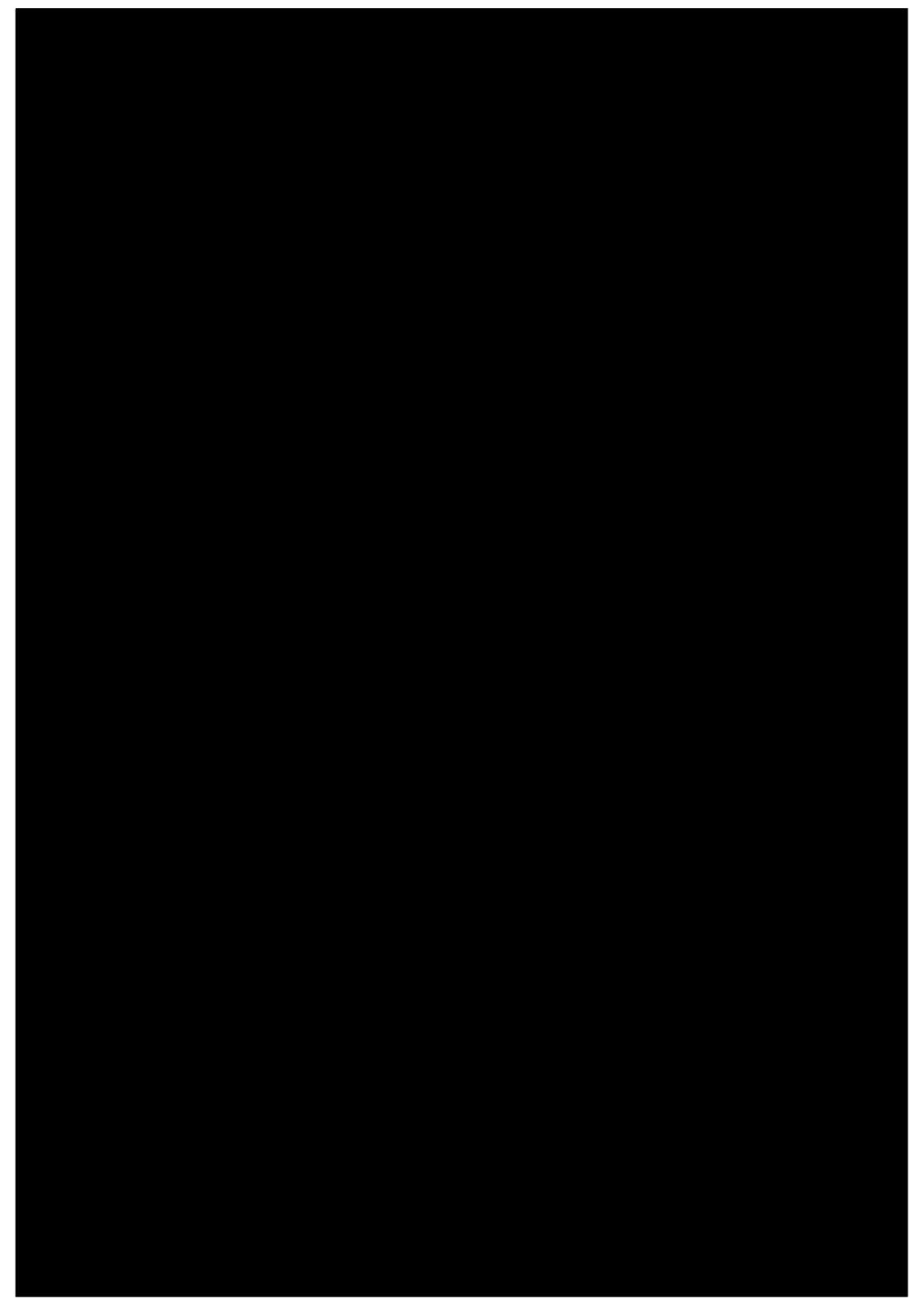


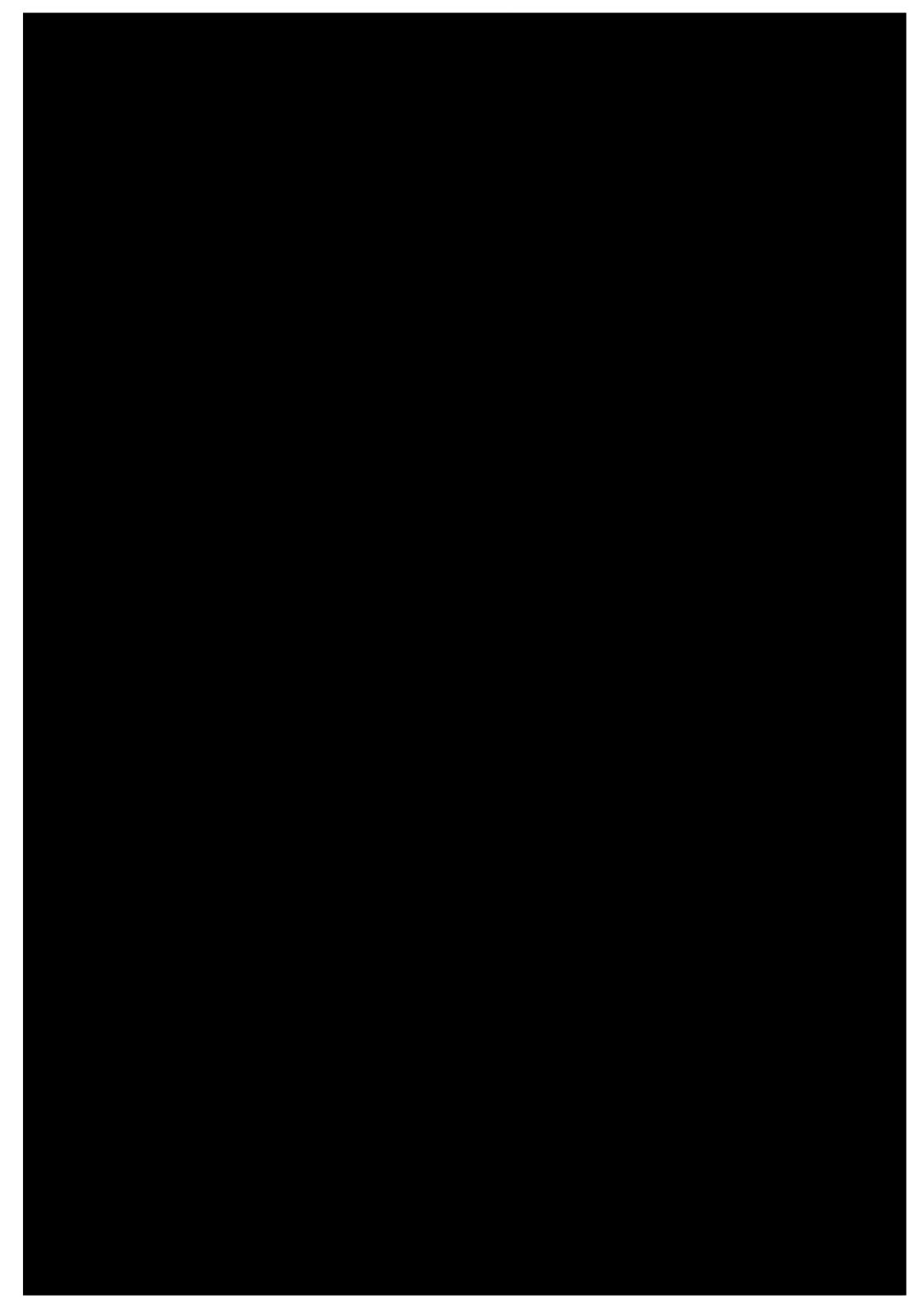


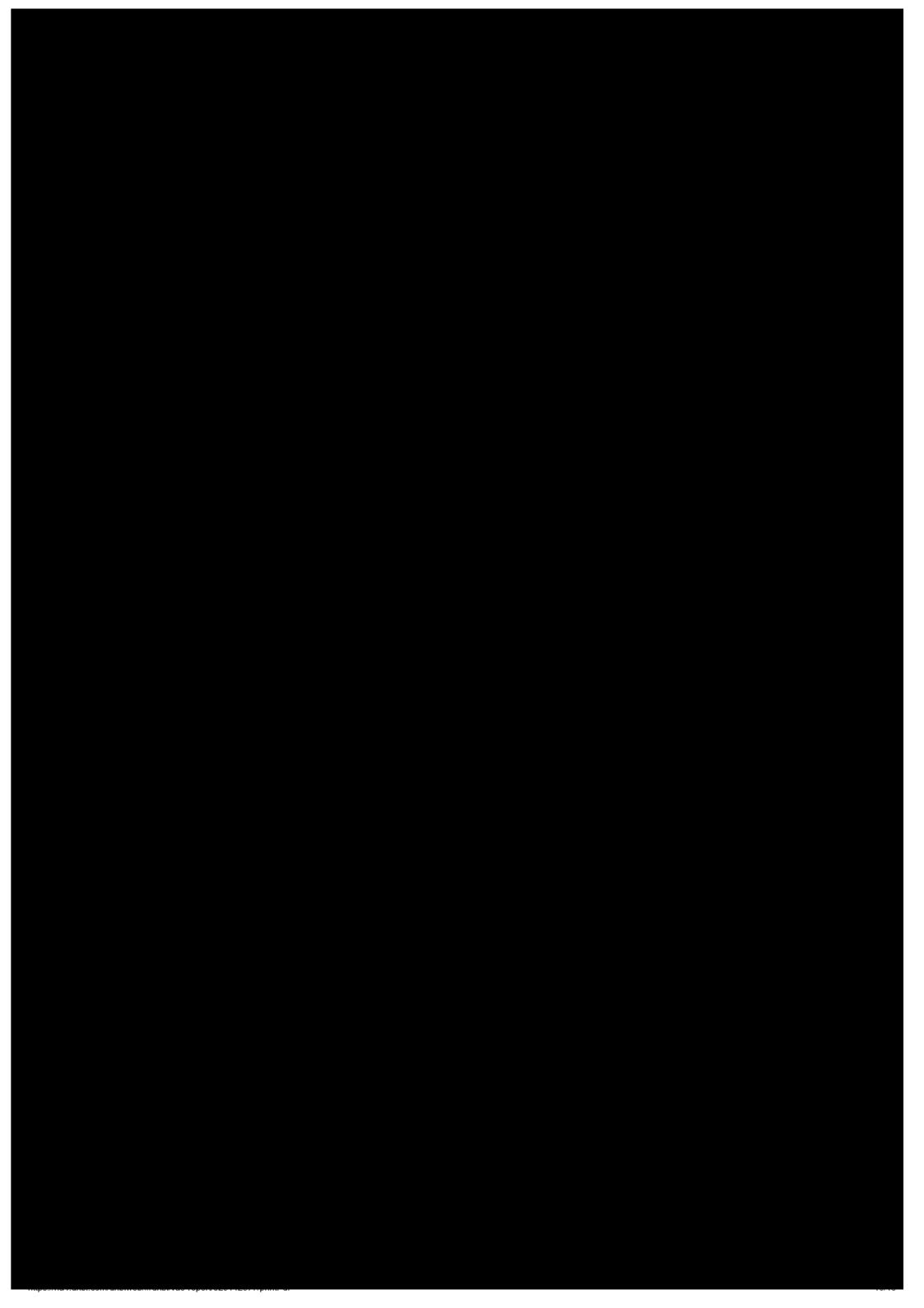


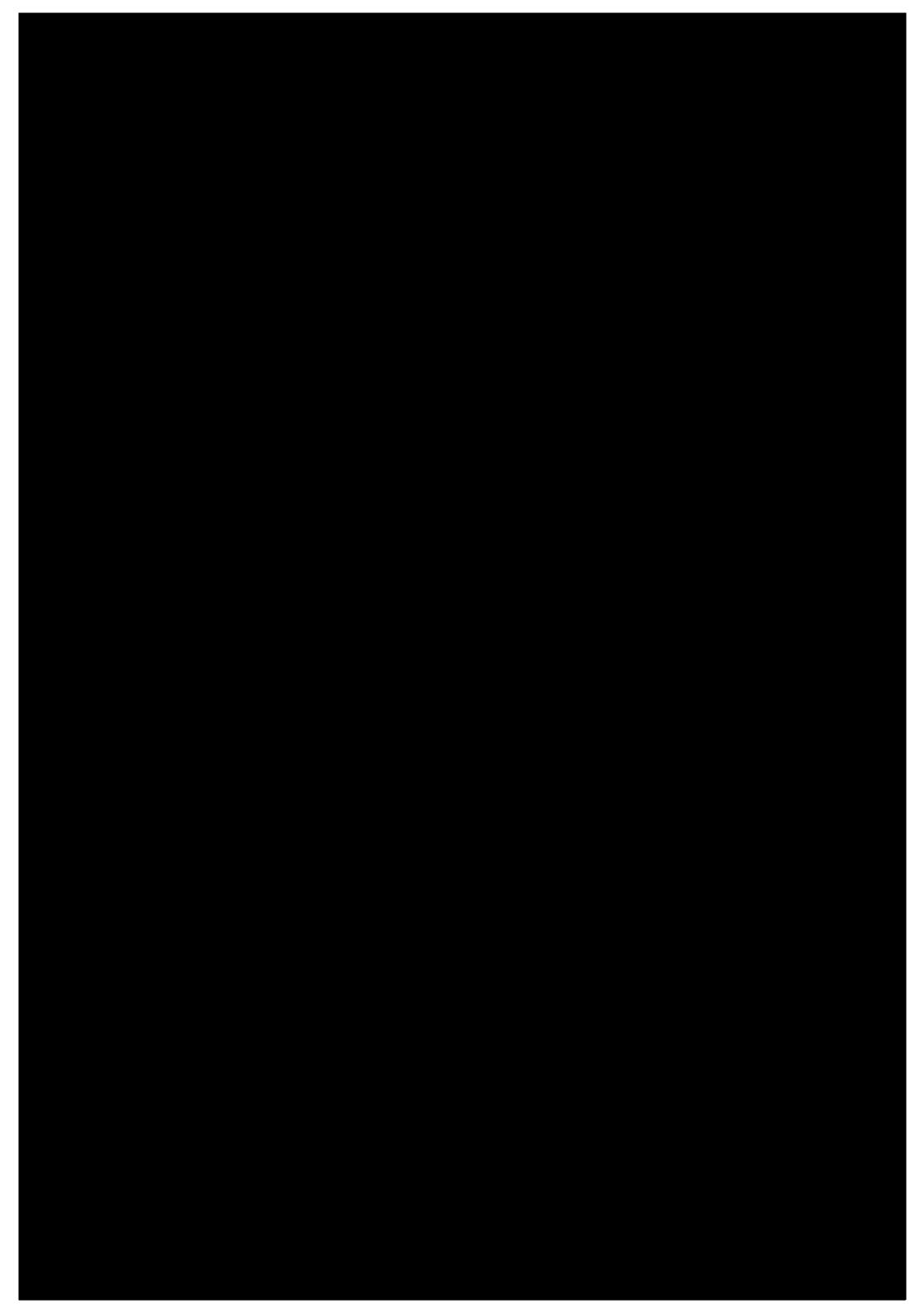


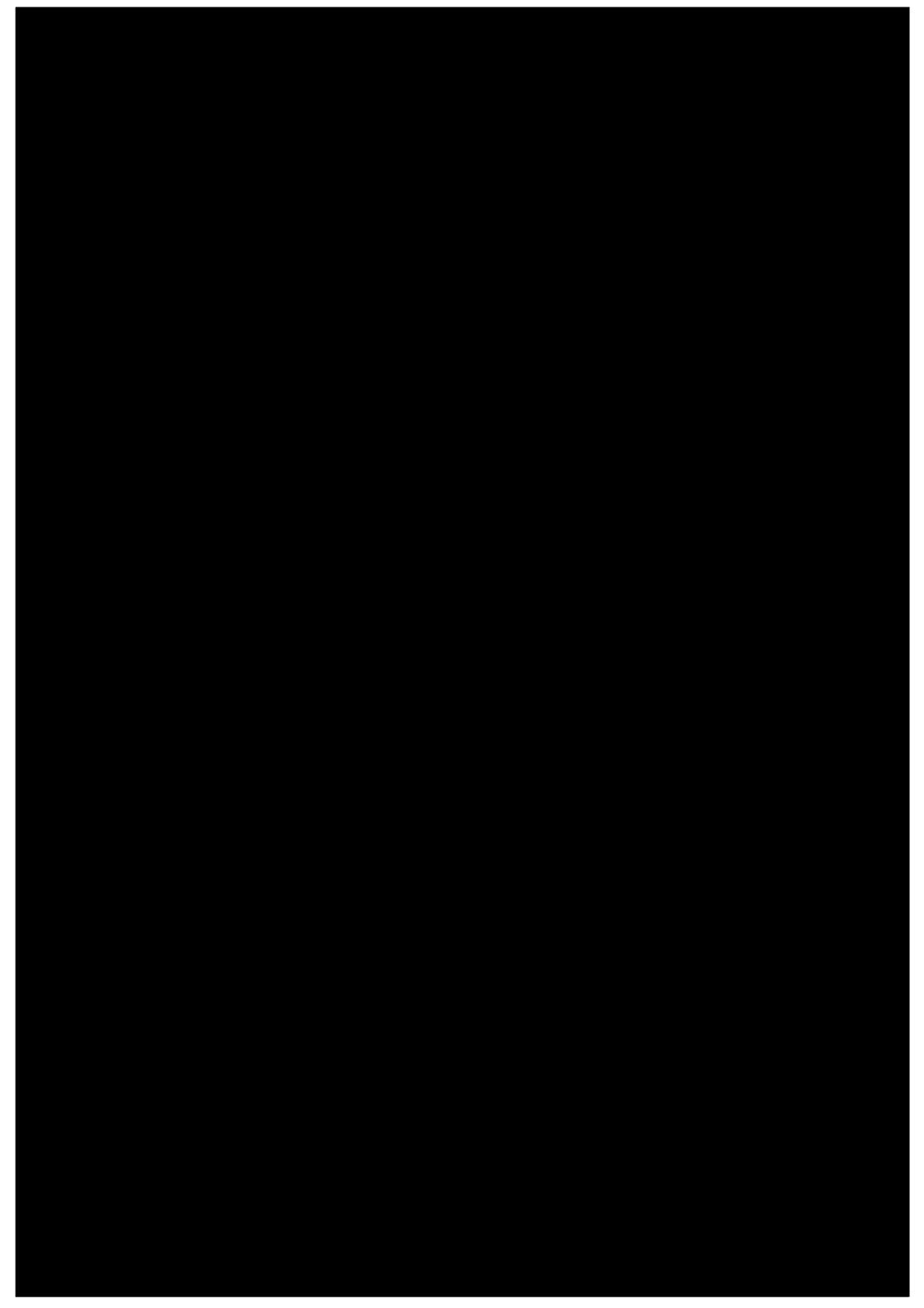






















## **WAXIE** Knows Clean

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.

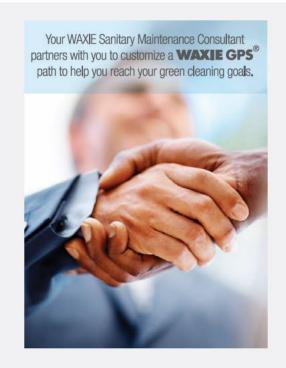
And because the WAXIE organization has been PURPOSE-BUILT from the ground up to serve those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the help you need, when you need it.

# **WAXIE 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.



# 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 workplace and promote improved hand hygien increased hand washing and the use of hand s



# 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!



WAXIE is a member of these organizations:















#### **Corporate Headquarters**

9353 Waxie Way San Diego, CA 92123 (800) 995-4466 www.waxie.com







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.fsccanada.org.





# WAXIE-GREEN™ FLOOR CARE PROGRAM

A Sustainable Approach to Resilient Floor Care Maintenance



# **Customized Cleaning Solutions**

Developing a Program That Works for Your Facility's Needs

The **WAXIE-Green Floor Care Program** is a sustainable systematic approach to resilient floor care maintenance.

The system is designed to lessen operational costs through labor and maintenance savings, while improving aesthetics and reducing environmental impact.

How does it work? The WAXIE-Green Floor Care Program floor finishes are more durable, which minimizes stripping frequency and lowers the necessity for scrubbing and recoating. This results in less maintenance, reduced energy/water usage and lower overall operational costs — all while enhancing appearance and protecting your hard flooring.

# Explore Envoy Solutions GPS®

Envoy Solutions 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.

Envoy Solutions GPS identifies third-party certifications and guidelines whenever available to substantiate environmentally preferable product claims – such as EPA Comprehensive Procurement Guidelines (CPG), Safer Choice, 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 Envoy Solutions.

Envoy Solutions GPS is a collaboration and partnership between Envoy Solutions 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.

# Experience Superior Results with **WAXIE-GREEN**™

High-quality WAXIE-Green™ products incorporate the latest cleaning technology to deliver superior cleaning results, and are certified to meet the most stringent green cleaning standards. In addition to providing top-quality cleaning performance, WAXIE-Green cleaning products reduce the potential impact on human health, as well as the environment. WAXIE-Green products offer an impressive combination of performance, price, health and safety, along with environmental standards you can be proud of!



UL ECOLOGO is classified as an ISO (International Standards Organization) Type I ecolabel assessed by the Global Ecolabeling Network, and it is one of the most recognized ecolabels in North America. Since 1988, UL ECOLOGO has helped purchasers and consumers identify products and services that meet multi-attribute, life cycle-based sustainability standards, and which have met strict criteria for reduced impacts on human health and the environment based upon third-party audit and review.



This product meets the Green Seal standard for industrial and institutional cleaners based on its reduced human and environmental toxicity and reduced volatile organic compound content.







**WAXIE-GREEN HI-GLOSS FLOOR FINISH** contains no heavy metals, APE/APEO (alkyl phenol ethoxylates) surfactants, NPE (nonyl phenol ethoxylates), PFOS and/or PFOA (perfluorooctane sulfonates and perfluorooctanoic acid), Ethylene glycol-based coalescents, phthalates, styrene, metabolite (styrene oxide), formaldehyde or urethane.

Zinc and Calcium Free Formula • Non-Toxic • Non-Flammable Solvent Free • Biodegradable • Meets Federal & State VOC Requirements • Meets ASTM D2047-93 Requirements for Slip Resistance • Meets CARB VOC Requirements and CA Prop 65

When used with WAXIE-Green Maravilloso Lavender Neutral Cleaner & Degreaser or WAXIE-Green Neutral Cleaner it maintains requirements for a slip resistant coating, as determined by ASTM D2047.



#### **ENVIRONMENTAL & SAFETY BENEFITS**

- . No Styrene or APE's
- · Neutral-pH
- No Suspected Endocrine Disrupters
- . No Heavy Metal Complexes
- · No Added Fragrances
- · Non-Corrosive
- Non-Reactive
- . No Dibutyl Phthalate Plasticizers
- · No Isocyanate

#### ITEM DESCRIPTION

930284	gl/cs	4/cs
930285	drum	5 gl

#### TYPICAL PROPERTIES

pH	8.0
Specific Gravity	1.024
Color	Opaque White
Total Solids	21%
Specular Gloss (5 Coats, VCT)	90
Leveling	Excellent
Detergent Resistance	Excellent
VOC (EPA Method 24)	0%
Coverage	2,000-2,500 sq. ft./gl

HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	1	1
Fire	0	0
Reactivity	0	0
Protective Equipment	None	В



**WAXIE-GREEN ARMOR II FLOOR FINISH** is GS-40 Certified and a premium metal-free floor finish with high gloss and extreme durability and resistance. Exceptional resistance to foot traffic and water/detergent, while still responsive to burnishing and restoration. Designed to become harder and more durable over time with cleaning. Extremely high coverage for faster application with less material.

**WAXIE-GREEN ARMOR II FLOOR FINISH** contains no heavy metals, APE/APEO (alkyl phenol ethoxylates) surfactants, NPE (nonyl phenol ethoxylates), PFOS and/or PFOA (perfluorooctane sulfonates and perfluorooctanoic acid), phthalates, formaldehyde or urethane.

No Heavy Metals • Non-Corrosive • Low Odor • No Alkylphenol or Nonylphenol Ethoxylates • Extremely Low VOC

When used with WAXIE-Green Maravilloso Lavender Neutral Cleaner & Degreaser or WAXIE-Green Neutral Cleaner it maintains requirements for a slip resistant coating, as determined by ASTM D2047.

#### **ENVIRONMENTAL & SAFETY BENEFITS**

- No Heavy Metal Complexes
- · No Alkylphenol or Nonylphenol Ethoxylates
- Non-Corrosive
- No Phthalates
- No Urethane or Formaldehyde
- No PFOS or PFOA
- Very Low VOC: 0.11% (CARB Compliant)
- . Not Regulated by DOT for Shipping
- Low Odor
- . Water and Detergent Resistant

#### ITEM DESCRIPTION

933005	gl/cs	4/cs
933011	drum	5 gl

#### TYPICAL PROPERTIES

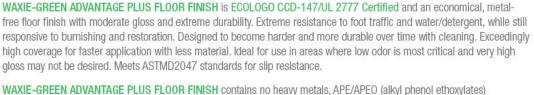
THE TOTAL THOU ENTIRES	
pH	7.95
Color	Opaque White
Odor	Extremely Low
Total Solids	20%
Specular Gloss (5 Coats, 60°)	>85
Durability	Excellent
Coverage	3,000 sq. ft./ql

#### **HEALTH AND HAZARD RATINGS**

Category	NFPA	HMIS
Health	1	1
Fire	0	0
Reactivity	0	0
Protective Equipment	В	В







WAXIE-GREEN ADVANTAGE PLUS FLOOR FINISH contains no heavy metals, APE/APEO (alkyl phenol ethoxylates) surfactants, NPE (nonyl phenol ethoxylates), PFOS and/or PFOA (perfluorooctane sulfonates and perfluorooctanoic acid), phthalates, formaldehyde or urethane.

No Heavy Metals • Non-Corrosive • Low Odor • No Alkylphenol or Nonylphenol Ethoxylates • Extremely low VOC Meets ASTM D2047-93 Requirements for Slip Resistance • Meets CARB VOC Requirements

When used with WAXIE-Green Maravilloso Lavender Neutral Cleaner & Degreaser or WAXIE-Green Neutral Cleaner it maintains requirements for a slip resistant coating, as determined by ASTM D2047.



#### **ENVIRONMENTAL & SAFETY BENEFITS**

- . No Heavy Metal Complexes
- . No Alkylphenol or Nonylphenol Ethoxylates
- Non-Corrosive
- · No Phthalates
- . No Urethane or Formaldehyde
- . No PFOS or PFOA
- . Extremely Low VOC: <0.1% (CARB Compliant)
- . Not Regulated by DOT for Shipping

#### ITEM DESCRIPTION

933003	gl/cs	4/cs
933010	drum	5 al

#### TYPICAL PROPERTIES

pH	8.2
Color	Opaque White
Total Solids	18%
Specular Gloss (5 Coats, VCT)	>70
Odor	Extremely low
Detergent Resistance	Excellent
Durability	Excellent
Coverage	3,000 sq. ft./q

#### HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	1	1
Fire	0	0
Reactivity	0	0
Protective Equipment	None	В



WAXIE-GREEN FLOOR STRIPPER is Green Seal GS-40 Certified and is specifically designed to remove WAXIE-Green Floor Finishes, but it also removes most conventional metal-crosslinked floor finishes too. This fast acting and pleasant to use stripper removes multiple layers of finish without harsh alkalies and other conventional components. Does not contain hazardous or corrosive materials.

No 2-BE (Butyl), APE, Caustic, EDTA, Ammonia • Phosphate Free • Non-Corrosive • VOC Compliant

#### **ENVIRONMENTAL & SAFETY BENEFITS**

- No 2-BE (Butyl), APE, Caustic, EDTA, Ammonia
- Phosphate Free
- Readily Biodegradable\*
- . Contains No Hazardous Ingredients\*\*
- No Petroleum Distillates
- No Halogenated Aromatic Solvents
- No Alkalies
- · Non-Corrosive
- VOC Compliant
- Meets CARB VOC Limits
- Fragrance-Free
- \*As defined in 40CFR796.3200 EPA/TSCA
- \*\*As defined in OSHA 29CFR 1910.1200

#### ITEM DESCRIPTION

320661 gl/cs 4/cs

#### TYPICAL PROPERTIES

TTPICAL PROPERTIES	
pH	10.9
Weight/Gal.	8.76#
Foam	Very Low
Color	Colorless
Odor	Bland
Clarity	Clear
Sediment	None
VOC @ 1:3 Dilution	10.2%

(EPA Method 24)

#### HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	2	2
Fire	0	0
Reactivity	0	0
Protective Equipment	None	В







WAXIE-GREEN FLOOR FINISH ENHANCER contains no phosphates, glycol ethers, alkalies, acids, Dibutyl Phthalate plasticizers or APE/APEO (alkyl phenol ethoxylates) surfactants.

No Heavy Metals • No Acids or Alkalis • Readily Biodegradable • Meets ASTM D2047-93 Requirements for Slip Resistance

When used with WAXIE-Green Floor Care Program it maintains requirements for a slip resistant coating, as determined by ASTM D2047-93.

#### **ENVIRONMENTAL & SAFETY BENEFITS**

- . No Heavy Metal Complexes
- . No Acids or Alkalis
- · No Added Fragrance
- . Low VOC: <1% at 1:64 Dilution (CARB Compliant)
- · Readily Biodegradable
- . Not Regulated by DOT for Shipping

#### ITEM DESCRIPTION

930211

al/cs

4/cs

#### TYPICAL PROPERTIES

pH	8.8
Color	Colorless
Odor	Extremely Low
Foam	Extremely Low

#### HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	1	1
Fire	0	0
Reactivity	0	0
Protective Equipment	None	В



WAXIE-GREEN MARAVILLOSO LAVENDER NEUTRAL CLEANER & DEGREASER IS ECOLOGO CCD-147/UL 2777 Certified and is a high dilution neutral cleaner and degreaser ideal for maintaining all WAXIE-Green Floor Finishes. With daily cleaning, improves hardness, durability and life of these floor finishes to reduce maintenance expenses. Pleasant lavender fragrance.

WAXIE-GREEN MARAVILLOSO LAVENDER NEUTRAL CLEANER & DEGREASER contains no phosphates, zero VOCs and is not regulated by DOT for shipping.

No Phosphates • Zero VOCs • Neutral pH • Readily Biodegradable

4/cs

#### **ENVIRONMENTAL & SAFETY BENEFITS**

- · No phosphates
- · Zero VOCs
- · Neutral pH
- · Readily Biodegradable
- . Not Regulated by DOT for Shipping

#### ITEM DESCRIPTION

321194 al/cs

#### TYPICAL PROPERTIES

pH

Color Purple (FD&C Dyes) Odor Clean Lavender Foam Low

#### **HEALTH AND HAZARD RATINGS**

Category	NFPA	HMIS
Health	0	0
Fire	0	0
Reactivity	0	0
Protective Equipment	None	В





High quality WAXIE-Green products incorporate the latest cleaning technology in order to deliver superior cleaning results, and include products that have been certified by third-party ecolabels.

In addition to providing cleaning performance, WAXIE-Green cleaning chemicals are also formulated to reduce potential impacts on human health as well as the environment.

WAXIE-Green products offer a compelling combination of performance, price, health and safety, along with a more sustainable profile.

Certified by third-party ecolabels\*. Reduce impact on human health as well as the environment.

WAXIE-Green Dilution Control Cleaning Chemicals | WAXIE-Green Floor Care WAXIE-Green Carpet Care | WAXIE-Green Ready-to-Use Cleaning Products

\*All WAXIE-Green products are certified by third-party ecolabels such as UL ECOLOGO, Green Seal, EPA Safer Choice, SCS Global Services, or meet EPA guidelines for post-consumer recycled content.



# Unleashing the Strength of a National Platform

Envoy Solutions is a specialized distributor and solution provider serving the US market through a family of the nation's best regional distributors. We specialize in jan-san, foodservice, packaging, and marketing execution. We're way more than a catalog or website—we're people who listen, roll up our sleeves, and do the heavy lifting. We offer a broad catalog of top brands and products, along with deep expertise and advice, to help our client-partners succeed. We are driven to make facilities cleaner and more sustainable, people safer, and operations more productive, every day.

For more information on Envoy Solutions, visit www.envoysolutions.com









Cooperative purchasing utilizes a lead agent to competitively solicit a master agreement that contains language to be utilized by a state or nationally. Doing so results in several benefits to its members to include but not limited to:

- 1 Money savings
- 2 Time savings
- Limited need for personnel to run and review solicitations
- 4 Ability to obtain higher quality products

- 5 Expertise on the solicitation process
- 6 Lower prices due to volume of members
- 7 Convenience
- 8 Well written and reviewed T&C





# OMNIA Partners' Master Agreement Solicitation Process



The lead agent competitively solicits national master agreement for use by public agencies.



The solicitation is advertised nationally for a minimum of 30 days.



The solicitation has language that allows "piggybacking" for states whose laws allow intergovernmental contract use.



The lead agent evaluates the responses and awards contracts.



These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter Schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- · Cities, Counties, and any Local Government
- State Agencies
- Church/Religious
- Nonprofit Corporations (to include 501C)

# OMNIA Partners Contract #02-27

Lead Agent | Region 14 ESC

Contract Terms | April 11th, 2016 – April 30th, 2025 \*6 year contract with 2 – 1 year extensions

Categories Awarded | JanSan and Maintenance Repair Operations Supplies & Services (including packaging and foodservice disposables)

Become a Member | OMNIApartners.com

# **BradyPLUS Contact**

#### Amanda Parent

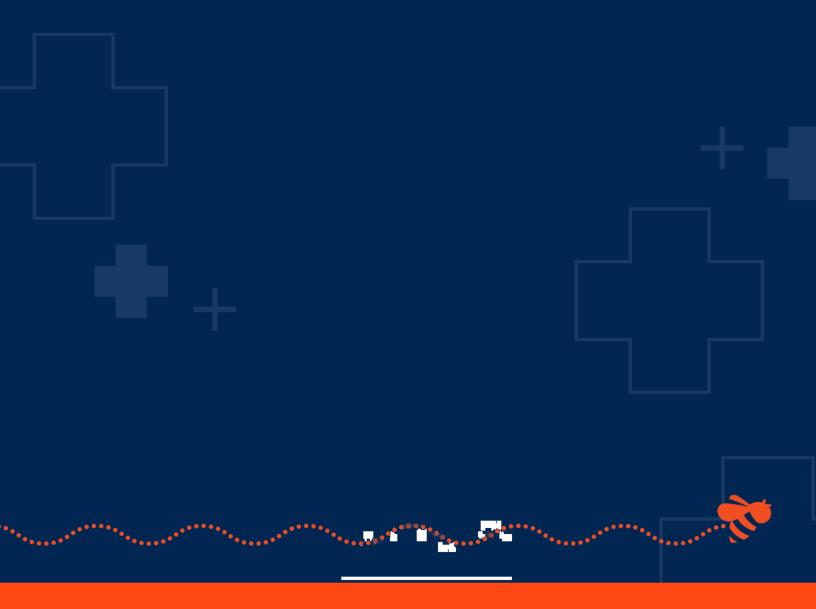
Senior Director – National Accounts BradyPLUS (858) 292-8111 ext. 625 amanda.parent@envoysolutions.com

03-2024



Exclusively available through BradyPLUS and our Regional Distribution Brands BradyPLUS.com + (877) 788-PLUS

# 3rady-PLUS



# **Response to RFP**

Section 6: Required Documents

# **ANTITRUST CERTIFICATION STATEMENTS** (Tex. Government Code § 2155.005)

Attorney General Form

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

- 1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	WAXIE's Enterprises, LLC,	Contact	andfat
	and its affiliates, BradyPLUS	-	Signature Amanda Parent
	companies	=	Printed Name Senior Director National Accounts
Address	9353 Waxie Way	_	Position with Company
	San Diego, CA 92123	Official Authorizing Proposal	a. StyZ
	7	_ ·	Signature Steve Thomas
Phone	(800)995-4466		Printed Name Senior VP National Accounts
Fax		_	Position with Company

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295** 

1 of 1

				1011
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	CEF	OFFICE USE	
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.	Certif 2024		
	Waxie's Enterprises, LLC			
	San Diego, CA United States	Date	Filed:	
2	Name of governmental entity or state agency that is a party to the contract for which the form is	04/03	3/2024	
	being filed.			
	Region 14 ESC	Date	Acknowledged:	
3	Provide the identification number used by the governmental entity or state agency to track or identifies description of the services, goods, or other property to be provided under the contract.	y the co	ontract, and prov	vide a
	24-S824			
	Comprehensive Operational and Janitorial Supplies and Services			
4	Name of Interested Party City, State, Country (place of busi	ness)	Nature of (check ap	NATION STREET
	Thaile of interested Fairly		Controlling	Intermediary
			Considering	memoraly
_				,
_				
5	Check only if there is NO Interested Party.			
6	UNSWORN DECLARATION			
	My name is A. Stevenson Insmas , and my date of	f birth is	9-19-	1956
	My address is 11336 Legacy Ten Sav Diego (city)	CA, (state)	9213 (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.  Executed in SAN Diego County, State of Alfondian the	310	day of April	
	a STIL		(month)	(year)
	Signature of authorized agent of co (Declarant)	ntractin	g business entity	

#### Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

Steve Thomas	, as an authorized representative of
WAXIE's Enterprises,	LLC, and its affiliates, BradyPLUS
Companies	, a contractor engaged b
Insert Name of C	company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</a>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

Signature of Named Authorized Company Representative

04/01/2024

Date



# NOTICE TO OFFEROR ADDENDUM NO. 1 RFP# 24-S824

# Competitive Solicitation by Region 14 Education Service Center for

Comprehensive Operational and Janitorial Supplies and Solutions

This Addendum No. 1 amends the Request for Proposals (RFP) for Comprehensive Operational and Janitorial Supplies and Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Comprehensive Operational and Janitorial Supplies and Solutions.

See Addendum No. 1 Acknowledgement included on the last page.

Addendum No. 1 is hereby issued as follows:

#### Questions:

- 1. I would like to know the timing for when they plant to award the contract. Answer: Award of contract(s) is anticipated in May 2024
- Once we submit our pricing do we get awarded and a number after our bid is reviewed? Its
  multiple awards correct? Answer: Once received, proposals will be evaluated following the
  criteria outlined in V. Evaluation. Awards will be made to the prospective supplier(s) whose
  response is determined to be the most advantageous. Region 14 reserves the right to award
  multiple contracts.

- Is this bid for Catalog Discounts? Should we upload our catalogs that meet the different categories with a discount? Answer: See V. Evaluation, Availability of Products and Pricing; Electronic Catalog and/or price lists should accompany the proposal.
- 4. Do we need to include the 1295 Form with the bid? Or after award? If submitting with the bid, should we use Omnia Partners? Or Region 14 ESC? Answer: The Form 1295 is a submission requirement. The contracted party is Region 14 ESC.
- 5. Are you requiring the 1295 Form with the submission? Or after award? If needed with the submission, are we going to use Omnia Partners? Org Region 14 ESC? Answer: The Form 1295 is a submission requirement. The contracted party is Region 14 ESC.
- 6. Are Towel & Tissue as well as can liner products are included in this RFP? I do not see them on the list, can they be included in the catalog offering? Answer: The list is suggested, but not limited to, categories. Responses may include other related offerings.
- 7. In reference to Contract Sales of OMNIA Partners Administration Agreement Appendix B, Item M: Does this section need to be completed? We acknowledge the 3% Admin Fee on purchases as defined in Section 12; However, requesting clarification Are we to identify a specific dollar amount anticipated/expected/required to be defined for each year? And if we "guarantee" a specific dollar amount but do not receive that, are we still charged the fee? Answer: By providing a guaranteed sale, Respondents are stating that they will guarantee a sales amount and pay the administrative fee on those sales even if they do not hit that goal. Alternatively, Respondents do not need to provide a sales guarantee or can indicate \$0 as their guarantee.

A. Stevenson Thomas Sr. VP National Accords

#### **EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT**

- 1. <u>References</u>. All references to "Region 14 Education Service Center" or "Region 14 ESC" in the Agency Agreement shall mean and be understood to be "City of San Diego".
- 2. <u>Insurance</u>. The paragraph labeled "**Insurance**" under Section IV. Region 14 TERMS AND CONDITIONS shall be removed in its entirety and replaced with the following:
- 2.1 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.
- 2.2 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2.3 **Commercial Automobile Liability**. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 2.4 **Workers' Compensation**. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 2.5 If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 2.6 **Other Insurance Provisions**. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 2.6.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- 2.6.2 **Primary Coverage**. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04

13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- 2.6.3 **Notice of Cancellation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.
- 2.6.4 **Waiver of Subrogation**. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 2.7 **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 2.8 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.
- 2.9 City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
- 2.10 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 2.11 **Additional Insurance**. Contractor may obtain additional insurance not required by this Contract.
- 2.12 **Excess Insurance**. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.
- 2.13 **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

Exhibit 2: Modifications to the Agency Agreement OCA Document No. 1451932 2

- 3. <u>Products and Services Additions.</u> The following shall be added after the paragraph labeled "**Products and Services Additions**" under section IV. Region 14 TERMS AND CONDITIONS:
- 3.1 Consulting services are outside the scope of this contract and at no time will consulting services be added to the contract or performed for the City of San Diego as a result of this contract.
- 3.2 Consulting services are services that would qualify this contract as a *Consultant contract* as defined in SDMC §22.3003.
- 4. <u>Additional Terms.</u> After the paragraph labeled "Waiver" under section IV. Region 14 TERMS AND CONDITIONS the following paragraphs will be added:

#### 4.1 Invoices.

- 4.1.1 <u>Invoice Detail.</u> Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.
- 4.1.2 <u>Service Contracts</u>. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.
- 4.1.3 <u>Goods Contracts.</u> Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.
- 4.1.4 <u>Parts Contracts.</u> Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.
- 4.1.5 <u>Extraordinary Work.</u> City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.
- 4.1.6 <u>Monthly Invoicing and Payments.</u> Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.
- 5. The remaining portions of the Agency Agreement shall remain in full force and effect.

#### AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

|--|

<b>√</b>	The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
	The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Na	<sub>me:</sub> WAXIE Sanita	ry Supply		
	Bonny Liang		Title	Corporate HR Generalist
J		Name		
	2		Date	December 16, 2024
		Signature		



# **EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 • Fax: (619) 236-5904

# **BB. WORK FORCE REPORT**

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

# NO OTHER FORMS WILL BE ACCEPTED

	CONTRACTOR IL	DENTIFICATION	V			
Type of Contractor:  Name of Company: Wax	☐ Construction  ☐ Vendor/Supplier ☐ Consultant ☐ Grant Recipient ie's Enterprises, LLC			□ Lessee/Lessor □ Other		
Name of Company: ADA/DBA: WAXIE San	itary Supply					
ADA  DDA.	quarters, where applicable): 9353 Waxie Wa	av				
City: San Diego	County: San Diego	·,	State: CA	Zip: 92123		
Telephone Number: 858-	County: San Diego	Fax Number: 85	8-279-6311			
	Glenn Chamberlin Vice President					
, •	ax number(s) of company facilities located in	,	(if different fro	om above):		
City:	County:		State:	Zip:		
	Fax Number:					
Type of Business: Distr	ibutor	Type of License:	Business License			
The Company has appoin	ted: April Diaz, VP of HR					
	Opportunity Officer (EEOO). The EEOO has be tive action policies of this company. The EEO ay, San Diego, CA 92123		•	isseminate and enforce equal		
Telephone Number: 858-	-292-8111 Fax Number: 858-27	9-6311	Email: _april	@bradyplus.com		
		-	ocal County)	Work Force - Mandator		
	☐ Branch Work Force					
	☐ Managing Office V	Vork Force				
	Check the box above th	at applies to this W	FR.			
*Submit a separa	te Work Force Report for all participating br	ranches. Combine	WFRs if more th	ıan one branch per county.		
I, the undersigned repres	entative of Waxie's Enterprises, LLC dba WA	XIE Sanitary Suppl	y			
San Diego		irm Name)		that information provided		
(County	y) (State	2)				
herein is true and correct	This document was executed on this 10	day	_day of _December, 20			

EOC Work Force Report (rev. 08/2018)

**Bonny Liang** 

(Authorized Signature)

Digitally signed by Bonny Liang Date: 2024.12.16 14:10:19 -08'00'

1 of 7

Bonny Liang

Digitally signed by Bonny Liang Date: 2024.12.16 14:10:25 -08'00'

<b>VORK FORCE REPORT – Page 2</b> JAME OF FIRM: WAXIE Sanita	ry Supp	ly								DA	ATE: 1	2/16/2	4	
	n Diego	)						(	COUNT		an Dieg			
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Definitions of the race and ethnic			can be	jouna c	n Page	2 4					_			
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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	3	1	6	16	6	4					16	14		
Professional		1	2							1	6	7		
A&E, Science, Computer														
Technical											2			
Sales			4	4		     			1	   	17	1		
Administrative Support		2	4	10	2	3			1		10	22		
Services														
Crafts					1	     				   	1	<u> </u>		
Operative Workers	2		10		1						3			
Transportation	3		8			   					6			
Laborers*														
*Construction laborers and other field	d employ	ees are 1	not to be	include	d on this	page								
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Disabled	1	2	2	4	2	1					3	8		
Non-Profit Organizations Only:	1	•	•	•	•					•			•	
Board of Directors														
Volunteers														
			+											

WORK FORCE REPORT – Page 3 NAME OF FIRM:							DATE:									
OFFICE(S) or BRANCH(ES):																
INSTRUCTIONS: For each occupational provided. Sum of all totals should be eqtime basis. The following groups are to	ual to y	our to	tal wor	k force	. Inclu	ıde all	those e	mploy	ed by y	ethnic our co	group	. Tota on eit	l colum her a fu	ns in ro		
<ol> <li>Black or African-American</li> <li>Hispanic or Latino</li> <li>Asian</li> <li>American Indian or Alaska Nation</li> </ol>		s san k	oo foun	d on D	(6 (7	6) Wh							ther gr	oups		
Definitions of the race and ethnicity ca	tegorie	s can t	e jound	1011 P	19e 4 		1 /									
TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity			
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)		
Brick, Block or Stone Masons																
Carpenters																
Carpet, Floor & Tile Installers Finishers																
Cement Masons, Concrete Finishers																
Construction Laborers																
Drywall Installers, Ceiling Tile Inst																
Electricians																
Elevator Installers																
First-Line Supervisors/Managers																
Glaziers																
Helpers; Construction Trade								! ! ! !								
Millwrights								 								
Misc. Const. Equipment Operators																
Painters, Const. & Maintenance																
Pipelayers, Plumbers, Pipe & Steam Fitters																
Plasterers & Stucco Masons																
Roofers																
Security Guards & Surveillance Officers																
Sheet Metal Workers																
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Welding, Soldering & Brazing Workers		 						 								
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Totals Each Column																
Grand Total All Employees	<u> </u>				]				1	:	1		1	:		
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Disabled																



# **Work Force Report**

#### **HISTORY**

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

#### **WORK FORCE & BRANCH WORK FORCE REPORTS**

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

#### **MANAGING OFFICE WORK FORCE**

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

#### Types of Work Force Reports:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- One San Diego County (or Most Local County)
   Work Force Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force
- \*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

#### RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

#### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers **Business Operations Specialists Financial Specialists Operations Specialties Managers** Other Management Occupations **Top Executives** 

#### **Professional**

Art and Design Workers Counselors, Social Workers, and Other Community and Social Service Specialists Entertainers and Performers, Sports and Related Workers **Health Diagnosing and Treating Practitioners** Lawyers, Judges, and Related Workers Librarians, Curators, and Archivists Life Scientists Media and Communication Workers Other Teachers and Instructors **Postsecondary Teachers** Primary, Secondary, and Special Education School **Teachers Religious Workers** Social Scientists and Related Workers

#### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers **Computer Specialists Engineers Mathematical Science Occupations Physical Scientists** 

#### Technical

Drafters, Engineering, and Mapping Technicians **Health Technologists and Technicians** Life, Physical, and Social Science Technicians Media and Communication Equipment Workers

#### Sales

Other Sales and Related Workers **Retail Sales Workers** Sales Representatives, Services Sales Representatives, Wholesale and Manufacturing Supervisors, Sales Workers

#### **Administrative Support**

Financial Clerks Information and Record Clerks **Legal Support Workers** 

Material Recording, Scheduling, Dispatching, and Distributing Workers Other Education, Training, and Library Occupations Other Office and Administrative Support Workers Secretaries and Administrative Assistants Supervisors, Office and Administrative Support

#### **Services**

Workers

**Building Cleaning and Pest Control Workers** Cooks and Food Preparation Workers **Entertainment Attendants and Related** Workers

Fire Fighting and Prevention Workers First-Line Supervisors/Managers, Protective Service Workers

Food and Beverage Serving Workers Funeral Service Workers Law Enforcement Workers

Nursing, Psychiatric, and Home Health Aides Occupational and Physical Therapist Assistants and Aides

Other Food Preparation and Serving Related

Other Healthcare Support Occupations Other Personal Care and Service Workers Other Protective Service Workers **Personal Appearance Workers** Supervisors, Food Preparation and Serving Workers Supervisors, Personal Care and Service

Transportation, Tourism, and Lodging Attendants

#### Crafts

Page 5 of 7

**Construction Trades Workers** Electrical and Electronic Equipment Mechanics, Installers, and Repairers **Extraction Workers Material Moving Workers** Other Construction and Related Workers Other Installation, Maintenance, and Repair Occupations **Plant and System Operators** Supervisors of Installation, Maintenance, and **Repair Workers** Supervisors, Construction and Extraction Vehicle and Mobile Equipment Mechanics,

Form Number: BBo5

Installers, and Repairers Woodworkers

## **Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

#### **Transportation**

Air Transportation Workers Other Transportation Workers Rail Transportation Workers Supervisors, Transportation and Material Moving Workers Water Transportation Workers

## **Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

## **Exhibit B: Work Force Report Job Categories-Trade**

## **Brick, Block or Stone Masons**

Brickmasons and Blockmasons Stonemasons

## **Carpenters**

## Carpet, floor and Tile Installers and Finishers

**Carpet Installers** 

Floor Layers, except Carpet, Wood and Hard Tiles

Floor Sanders and Finishers Tile and Marble Setters

#### **Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers Terrazzo Workers and Finishers

#### **Construction Laborers**

## **Drywall Installers, Ceiling Tile Inst** Drywall and Ceiling Tile Installers Tapers

#### **Electricians**

#### **Elevator Installers and Repairers**

## First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

## **Glaziers**

#### **Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

#### Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers Mechanical Door Repairers Control and Valve Installers and Repairers Other Installation, Maintenance and Repair Occupations

## Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators Pile-Driver Operators Operating Engineers and Other Construction Equipment Operators

## Painters, Const. Maintenance

Painters, Construction and Maintenance Paperhangers

## **Pipelayers and Plumbers**

Pipelayers Plumbers, Pipefitters and Steamfitters

#### **Plasterers and Stucco Masons**

#### **Roofers**

**Security Guards & Surveillance Officers** 

**Sheet Metal Workers** 

Structural Iron and Steel Workers

## Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

## City of San Diego CONTRACTOR STANDARDS Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

#### A. BID/PROPOSAL/SOLICITATION TITLE:

JanSan Supplies and Maintenance Repair Operations Supplies +
Complete and Foodsomics Disposables #150010
Services and Foodservice Disposables #152610

#### B. BIDDER/PROPOSER INFORMATION:

Waxie's Enterprises, LLC		WAXIE 9	Sanitary Supply
Legal Name		DBA	
9353 Waxie Way	San Diego	CA	92123
Street Address	City	State	Zip
Bob McLain, Senior Account Consultant	(858) 334-8054	(858) 70	07-0409
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
  - any philanthropic, scientific, artistic, or property interest in the transaction.

- \*\* Directly or indirectly involved means pursuing the transaction by:
  - communicating or negotiating with City officers or employees,
  - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
  - directing or supervising the actions of persons engaged in the above activity.

Casey Munoz	Sales Manager	
Name	Title/Position	
San Diego, CA	F 1 (11 11 P) 11 (P)	
City and State of Residence	Employer (if different than Bidder/Proposer)	
directing or supervising the actions of persons engaged Interest in the transaction	in the above activity.	
interest in the transaction		
Bob McLain	Sr. Account Consultant	
Name	Title/Position	
San Diego		
City and State of Residence	Employer (if different than Bidder/Proposer)	
communicating or negotiating with City officers or emplo	yees	
Interest in the transaction		
Name	Title/Position	
City and State of Residence	Employer (if different than Bidder/Proposer)	
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Interest in the transaction		
Name	Title/Position	
Name	Title/FOSition	
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City and State of Nesidence	Employer (if different than bluder/r toposer)	
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interest in the transaction		
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Name	Title/Position	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Interest in the transaction		
Name	Title/Position	
City and State of Residence	Employer (if different than Bidder/Proposer)	
	· ,	
Interest in the transaction		

		Name	Title/Position	
		City and State of Residence	Employer (if different than Bidder/Proposer)	
		Interest in the transaction		
		Name	Title/Position	
		City and State of Residence	Employer (if different than Bidder/Proposer)	
		Interest in the transaction		
		Name	Title/Position	
		City and State of Residence	Employer (if different than Bidder/Proposer)	
		Interest in the transaction		
C.	OW	/NERSHIP AND NAME CHANGES:		
	1.	In the past five (5) years, has your firm changed it <b>✓</b> Yes □ <b>No</b>	s name? Converted from a "Inc." to a "LLC"	
		If <b>Yes</b> , use Attachment A to list all prior legal and specific reasons for each name change.	d DBA names, addresses, and dates each firm name was used. Explain the	
	2.	Is your firm a non-profit? ☐ <b>Yes</b> ✓ <b>No</b>		
		If <b>Yes</b> , attach proof of status to this submission.		
	3.	In the past five (5) years, has a firm owner, partne  ☐Yes  ☑No	er, or officer operated a similar business?	
			dresses of all businesses and the person who operated the business. ally if an owner, partner, or officer of your firm holds or has held a similar	
D.		BUSINESS ORGANIZATION/STRUCTURE:		
		Indicate the organizational structure of your firm. Frequired.	Fill in only one section on this page. Use Attachment A if more space is	
		Corporation Date incorporated:	State of incorporation:	
		Vice Pres: Secretary:		
		Type of corporation: C ☐ Subchapter S ☐		
		Is the corporation authorized to do business in Ca	alifornia: ☐ <b>Yes</b> ☐ <b>No</b>	
		If Yes, after what date:		

Contractor Standards Form Revised: April 5, 2018 Document No. 841283\_4

Is your firm a publicly traded corporation?	□Yes	$\square$ No	
If $\mathbf{Yes},$ how and where is the stock traded? $\_$			
If Yes, list the name, title and address of thos	se who own ten perce	nt (10 %) or more	e of the corporation's stocks:
Do the President, Vice President, Secretary interests in a business/enterprise that perform			
	no ominar work, corvic	oo or provided or	initial goods: 100
If <b>Yes</b> , please use Attachment A to disclose.			
Please list the following:	Authorized	Issued	Outstanding
a Number of voting charges			
<ul><li>a. Number of voting shares:</li><li>b. Number of nonvoting shares:</li></ul>			·
<ul><li>c. Number of shareholders:</li><li>d. Value per share of common stock:</li></ul>		Par	\$
		Book	\$
		Market	\$
List the name, title and address of members v Envoy Solutions, LLC-100%	who own ten percent	,	
Partnership Date formed:	State of formation:		
List names of all firm partners:			
<u></u> -			
Sole Proprietorship Date started:			
List all firms you have been an owner, partner a publicly traded company:	r or officer with during	the past five (5)	years. Do not include ownership of stocl
Joint Venture Date formed:			

Contractor Standards Form Revised: April 5, 2018 Document No. 841283\_4

List each firm in the joint venture and its percentage of ownership:

No	te: To	be responsive, each member of a Joint Venture or Partnership must complete a separate Contractor Standards form.
E.	FIN	ANCIAL RESOURCES AND RESPONSIBILITY:
	1.	Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  ☐ Yes ☑No
		If <b>Yes</b> , use Attachment A to explain the circumstances, including the buyer's name and principal contact information.
		In the past five (5) years, has your firm been denied bonding?  ☐ Yes ☑ No
		If <b>Yes</b> , use Attachment A to explain specific circumstances; include bonding company name.
	3.	In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  Yes  No
		If <b>Yes</b> , use Attachment A to explain specific circumstances.
		In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  Yes  No
	L	If <b>Yes</b> , use Attachment A to explain specific circumstances.
	_	
	5. [	Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  Yes ✓ No
		If <b>Yes</b> , use Attachment A to explain specific circumstances.
		Are there any claims, liens or judgements that are outstanding against your firm?  ☑Yes ☑No
	I	f Yes, please use Attachment A to provide detailed information on the action.
	7.	Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.
		Name of Bank: Bank of America
		Point of Contact: Diana Duncan
		Address: 1825 E Buckeye RD Phoenix AZ 85034
		Phone Number: (858) 715-1000

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

		a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.		
	9.	In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.		
		Business Tax Certificate No.: B197400093 Year Issued: 1974		
F.	PEI	RFORMANCE HISTORY:		
	1.	In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  Yes  No		
		If <b>Yes</b> , use Attachment A to explain specific circumstances.		
		In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?  ☐ Yes ☑No		
		If Yes, use Attachment A to explain specific circumstances and provide principal contact information.		
	3.	In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?  Yes  No		
		If <b>Yes</b> , use Attachment A to explain specific circumstances.		
	4.	Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?  Yes  No		
		If <b>Yes</b> , use Attachment A to explain specific circumstances.		
	5.	In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?  Yes • No		
		If <b>Yes</b> , use Attachment A to explain specific circumstances.		
	6.	In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?		
		□Yes ☑No		
		If <b>Yes</b> , use Attachment A to explain specific circumstances and how the matter resolved.		
	7.	Performance References:		
		ase provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature he subject solicitation within the last five (5) years.		
		ase note that any references required as part of your bid/proposal submittal are in addition to those references required as part his form.		
		Company Name: County of San Diego		
~				

		Contact Name and Phone Number: <u>Jack Pellegrino</u> (858) 505-6565	
		Contact Email: Jack.Pellegrino@sdcounty.ca.gov	
		Address: 5560 Overland Ave #270, San Diego CA 92123	
	Contract Date: July 1, 2021		
		Contract Amount: \$ 1,000,000.00	
		Requirements of Contract: OMNIA	
		Company Name: San Diego Unified School District	
		Contact Name and Phone Number: Bob Werner (619) 606-2752	
		Contact Email: bwerner@sandi.net	
		Address: 4860 Ruffner Street, San Diego CA 92111	
		Contract Date: April 1, 2024	
		Contract Amount: \$ 2,000,000.00	
		Requirements of Contract: CMAS	
		Company Name: Chula Vista Elementary School District	
		Contact Name and Phone Number: Alejandro Guevara (619) 425-9600	
		Contact Email: Alejandro.Guevara@cvesd.org	
		Address: 84 East J Street, Chula Vista, CA 91910	
		Contract Date: February 1, 2024	
		Contract Amount: \$ 1,000,000.00	
		Contract Amount: \$ 1,000,000.00  Requirements of Contract: FCCC	
G.	СО	MPLIANCE:	
	1.	In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  Yes  No	
		If <b>Yes</b> , use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.	
	2.	In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  ☐ Yes ✓ No	

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

## H. BUSINESS INTEGRITY:

	1.	In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?  ☐ Yes ✓ No
		If <b>Yes</b> , use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.
	2.	In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?  Yes  No
		If <b>Yes</b> , use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.
	3.	In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?  Yes  No
		If <b>Yes</b> , use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.
	4.	Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
		□Yes ☑No
		If Yes, please disclose the names of those relatives in Attachment A.
I. B	USI	NESS REPRESENTATION:
		<ol> <li>Are you a local business with a physical address within the County of San Diego?</li> <li>✓ Yes □ No</li> </ol>
		2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?  ☐Yes ☑No
		Certification #
		Are you certified as any of the following:
	In t	AGE COMPLIANCE:  the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or all prevailing, minimum, or living wage laws?   Yes  No  If Yes, use Attachment A to explain the specific cumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

#### K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name:			
Address:			
Contact Name:	Phone:	Em	ail:
Contractor License No.:	DIR Re	gistration No.: _	
Sub-Contract Dollar Amount: \$	(per year	·) \$	(total contract term)
Scope of work subcontractor will per	form:		
Identify whether company is a subco	ontractor or supplier:		
Certification type (check all that app	ly):_DBE _DVBE _ELE	BE □MBE □S	LBE_WBENot Certified
Contractor must provide valid proof	of certification with the resp	onse to the bid	or proposal to receive
participation credit.			
Company Name:			
Address:			
Contact Name:	Phone:	Em	ail:
Contractor License No.:	DIR Re	gistration No.: _	
Sub-Contract Dollar Amount: \$	(per year	·) \$	(total contract term)
Scope of work subcontractor will per	form:		
Identify whether company is a subco	ontractor or supplier:		
Certification type (check all that app	ly):_DBE	BE □MBE □S	LBE_WBENot Certified
Contractor must provide valid proof	of certification with the resp	onse to the bid	or proposal to receive
participation credit.			

## L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M.	TYPE OF SUBMISSION: This document is submitted as:
	☐ Initial submission of Contractor Standards Pledge of Compliance
	✓ Initial submission of Contractor Standards Pledge of Compliance as part of a Cooperative agreement
	☐ Initial submission of Contractor Standards Pledge of Compliance as part of a Sole Source agreement
	Update of prior Contractor Standards Pledge of Compliance dated

#### Complete all guestions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Michael T Midas Regional \	/// //////////////////////////////////	12/27/24
Name and Title	Signature	Date

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## City of San Diego CONTRACTOR STANDARDS Attachment "A"

ovide additional information in space bel nt in ink or type responses and indicate	low. Use additional Attachment "A" pages as	s needed. Each page must be signe
The firm of type responses and indicate	question being answered.	
	ade in this Contractor Standards Pledge of	
	knowledge, except as to those matters state e. I certify under penalty of perjury that the fo	
Michael T Midas Regional Vic	MTMidas MTMidas (Dec 27, 2024 08:30 MST)	12/27/24
Print Name, Title	Signature	Date

Contractor Standards Form Revised: April 5, 2018 Document No. 841283\_4

# Contractor Standard Pledge of Compliance 3 2018-WAXIE

Final Audit Report 2024-12-27

Created: 2024-12-27

By: Bonny Liang (bliang@waxie.com)

Status: Signed

Transaction ID: CBJCHBCAABAAmbz37gP9ihXQOygvu5t4cAqNPJKs33DH

# "Contractor Standard Pledge of Compliance 3 2018-WAXIE" His tory

- Document created by Bonny Liang (bliang@waxie.com) 2024-12-27 0:34:16 AM GMT
- Document emailed to mike@bradyplus.com for signature 2024-12-27 0:34:21 AM GMT
- Email viewed by mike@bradyplus.com 2024-12-27 3:27:03 PM GMT
- Signer mike@bradyplus.com entered name at signing as MTMidas 2024-12-27 3:30:50 PM GMT
- Document e-signed by MTMidas (mike@bradyplus.com)
  Signature Date: 2024-12-27 3:30:52 PM GMT Time Source: server
- Agreement completed.
   2024-12-27 3:30:52 PM GMT

55/400-2045 (R-2026-19)

RESOLUTION NUMBER R- 316402

DATE OF FINAL PASSAGE AUG 0.4 2025

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR TO ENTER INTO AN AS-NEEDED CITYWIDE COOPERATIVE AGREEMENT WITH WAXIE'S ENTERPRISES, LLC AND ITS AFFILIATES BRADYPLUS FOR VARIOUS MAINTENANCE, REPAIR AND OPERATIONS (MRO) RELATED ITEMS.

#### RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

- A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the Agency Agreement was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.
- B. On February 21, 2024, Region 14 Education Service Center (Agency) in conjunction with OMNIA Partners issued Request for Proposals 24-S824 for Comprehensive Operational and Janitorial Supplies and Solutions (RFP) to establish a cooperative contract for facility maintenance, repair, and operations, industrial, and building-related supplies, this process was in in compliance with SDMC 22.3208 and A.R. 35.11.
- C. On May 21, 2024, based on the results of the competitive process, Agency awarded a contract to Waxie's Enterprise, LLC and its affiliates, BradyPlus (Contractor or Waxie) and executed the contract for Comprehensive Operational and Janitorial Supplies and Solutions with Contractor, identified as Contract #152610 (Agency Agreement), with an effective date of June 1, 2024.

- D. On February 5, 2025, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in Municipal Code section 22.3208.
- E. Contractor has agreed to provide the City the same pricing offered to Agency for operational and janitorial supplies consistent with the terms and conditions in the Agency Agreement.
- F. Maintenance, repair, and operations (MRO) supplies include items such as janitorial chemicals, tools, hardware, lighting components, and basic building materials. The nuts and bolts of what the City runs on. They are critically essential goods used in day-to-day operations of multiple City departments.
- G. This Contract is part of a comprehensive MRO purchasing effort comprising of three total contracts with Waxie's Enterprises, LLC and its affiliates BradyPlus, W.W. Grainger. Inc., and White Cap, L.P. for a total of \$41,000,000.
- H. The Office of the City Attorney prepared this Resolution based on the information provided by City staff, with the understanding that this information is complete and accurate.

#### **ACTION ITEMS**

Be it resolved by the Council of the City of San Diego:

- 1. Approves a resolution authorizing the Mayor or designee to execute, for and on behalf of the City, the As-Needed Citywide Cooperative Procurement Contract with Waxie in the amount of \$9,000,000 for Janitorial Supplies. When signed by both parties, the Contract will be placed on file in the Office of the City Clerk as Document No. RR- 316402.
- 2. The Chief Financial Officer is authorized to appropriate and expend funds under the Contract in an amount not to exceed \$9,000,000 contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the

Chief Financial Officer first furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: HEATHER FERBERT, City Attorney

Ву	Mark M. Imada Deputy City Attorney	2
MMI:	I:lmj:cm	
July 1	11, 2025	
Or.De	Dept: Purchasing & Contracting	
Doc. 1	. No. 4124111	

Passed by the Council of The	City of San Dieg	o on <b>J</b>	UL 29 2025	_, by the following vote:		
Councilmembers	Yeas	Nays	Not Present	Recused		
Joe LaCava	Ø					
Jennifer Campbell						
Stephen Whitburn	Ø					
Henry Foster, III						
Marni von Wilpert						
Kent Lee	$\square$					
Raul A. Campillo	$\square$					
Vivian Moreno			,e			
Sean Elo-Rivera	Ø					
AUG 0 4 2025  Date of final passage  (Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)  TODD GLORIA  AUTHENTICATED BY: Mayor of The City of San Diego, California.						
(Seal)		,	·	San Diego, California.  San Diego, California.  San Diego, California.		
		Office of the	e City Clerk, San D	iego, California		

Passed by the Council of The City of San Diego on July 29, 2025, by the following vote:

YEAS:

LACAVA, CAMPBELL, WHITBURN, FOSTER III, VON WILPERT, LEE,

**CAMPILLO, & ELO-RIVERA.** 

NAYS:

NONE.

NOT PRESENT:

MORENO.

**RECUSED:** 

NONE.

## **AUTHENTICATED BY:**

#### **TODD GLORIA**

Mayor of The City of San Diego, California

## **DIANA J.S. FUENTES**

City Clerk of The City of San Diego, California

(Seal)

By: <u>Linda Irvin</u>, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. \_\_\_R-316402\_ approved on \_\_\_July 29, 2025\_\_. The date of final passage is \_\_\_August 4, 2025\_\_.

## **DIANA J.S. FUENTES**

City Clerk of the City of San Diego, California

(Seal)

By: Linda Mrven, Deputy