

The advertisement features a collage of images and text. At the top left is the **WAXIE** logo with a yellow and black circular icon, and the text **SANITARY SUPPLY** below it. Below the logo are four images: a blue Waxie truck, a smiling woman wearing a headset, a man in a white shirt and tie pushing a cart with a cardboard box, and a hand holding a white tablet against a blue sky background. The word **trust** is written in white on a yellow background below the truck image. The word **commitment** is written in white on a yellow background below the man with the cart. The word **integrity** is written in white on a blue background below the hand with the tablet. At the bottom right is a large green leaf with water droplets. Below the collage, the text **The Most Trusted Name In Clean.** is written in grey, and **Since 1945** is written in blue.

WAXIE
SANITARY SUPPLY

trust

commitment

integrity

The Most Trusted Name In Clean.
Since 1945

**Region 14 Education Service Center
RFP # 08-16 for Comprehensive Operational & Janitorial
Supplies Solutions made available through the National
Cooperative Purchasing Alliance**

March 28, 2016



Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Re: **Solicitation No. 08-16**

Dear Region 14 ESC/NCPA,

WAXIE Sanitary Supply ("WAXIE") is pleased to submit this response to the Region 14 Education Service Center ("Region 14 ESC") RFP #08-16 for Comprehensive Operational & Janitorial Supplies Solutions.

WAXIE offers a fundamental change to how institutional supplies are procured in the Public Sector. We are replacing the current multiple channel, highly specialized approach that results in a large number of supply contracts, ordering systems, points of communication, and sources of confusion with an intuitive, single ordering platform for multiple commodities.

WAXIE and our program partner, Brighton Cromwell, developed the ability to source through primary and secondary manufacturing and master distribution sources delivering a smooth ordering experience and a single invoice for orders across multiple commodity groups. This ordering system automatically chooses the lowest cost available to each customer for each item and the least expensive contract compliant delivery method.

Public Sector agencies will save substantially on the direct cost of supplies in all categories and will benefit significantly in the administration of these procurements. The costs for ordering, delivery, receiving, and payables can all be reduced. Supply ordering system training can be standardized across multiple departments making it much easier to implement than multiple contract channels.

WAXIE currently enjoys a substantial volume of business through our existing contract with Region 14 ESC for Janitorial Supplies Maintenance and Repair. This new method of consolidation of contracts, ordering, fulfillment, and invoicing will present Region 14 members and Public Sector agencies across the United States an opportunity to reduce their supply chain spend for a broad array of common institutional supplies.

In order to most clearly respond to Region 14 ESC's RFP, WAXIE is providing responses or acknowledgements immediately below each section or sub-section in **blue font**. If you have any questions regarding our submitted information please contact me at mmuscara@waxie.com or (480) 213-1709.

Thank you again for the opportunity to present our proposal and we look forward to continuing to work together to bring value and sustainability to the Public Sector supply chain.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Muscara', is written over a light blue horizontal line.

Michael Muscara
Corporate Accounts Director

Request for Proposal (RFP) for Comprehensive Operational & Janitorial Supplies Solutions

Solicitation Number: 08-16

Publication Date: Monday, February 15th, 2016

Notice to Respondent:

Submittal Deadline: Tuesday, March 29th, 2016, 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, March 22nd, 2016. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Comprehensive Operational and Janitorial Supplies Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Comprehensive Operational and Janitorial Supplies Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Comprehensive Operational & Janitorial Supplies
Solutions

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 08-16



Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Comprehensive Operational and Janitorial Supplies Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

WAXIE acknowledges and agrees to all aspects of the Introduction/Scope section.

Instructions to Respondents

- ◆ Submission of Response
 - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
 - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- ◆ Required Proposal Format
 - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

- ◆ Binder Tabs
 - Tab 1 – Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Required Documents

- ◆ Shipping Label
 - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:	<u>Mike Muscara</u>
Company:	<u>Waxie’s Enterprises, Inc. dba WAXIE Sanitary Supply</u>
Address:	<u>9353 Waxie Way</u>
City, State, Zip:	<u>San Diego, CA 92123</u>
Solicitation Name and Number:	<u>RFP 08-16 for Comprehensive Operational & Janitorial Supplies Solutions</u>
Due Date and Time:	<u>Tuesday, March 29th, 2016; 2:00pm CST</u>

WAXIE acknowledges and agrees to all aspects of the Instructions to Respondents section.

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

- ◆ Adding authorized distributors/dealers
 - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
 - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
 - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.

- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
 - ❖ WAXIE Sanitary Supply is offering the following price and delivery program:
 - Within WAXIE Sanitary Supply's normal company owned truck delivery zones, all orders are delivered with no minimum order and no freight charges.
 - Outside of WAXIE Sanitary Supply's normal company truck delivery zones, all orders shall have no minimum and shall be delivered on a freight prepay and add basis.

The same pricing and delivery parameters shall prevail for any subcontractors WAXIE utilizes for contract fulfillment in states where we do not operate.

Special Pricing and Delivery Terms:

Alaska

WAXIE Sanitary Supply operates in the State of Alaska. Due to Alaska's extraordinary environment and the distances and expense required to operate in Alaska, the following terms shall apply.

A twenty-nine (29) cent per pound additional charge shall be added to all prices quoted for the continental U.S. for delivery in WAXIE Sanitary Supply's normal delivery area in Anchorage and Fairbanks.

Outside of WAXIE Sanitary Supply's normal truck delivery area in Anchorage and Fairbanks, the Alaska price plus freight on a prepay and add basis.

Delivery to remote areas is on an availability of transportation basis. Some areas have no deliveries in the winter months.

Hawaii, Puerto Rico and US Territories

All orders outside contiguous United States and Alaska will be charged contract price plus actual freight.

WAXIE prices are based on a category minimum discount off list price. Each line item is individually priced at or below the category discount percentage. This allows WAXIE to provide the best pricing for each line item and increases the contract's value to the end user.

List prices are based on manufacturers' or Master Distributors' list price in effect on April 1, 2016 or WAXIE list price effective on March 1, 2016. WAXIE publishes list prices on the first of each month. March 1, 2016 WAXIE Price Pages will be provided upon request. Category discounts are included on our price spreadsheet.

- ◆ Adding authorized distributors/dealers
 - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
 - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
 - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.

- ❖ Since many Public Sector agencies require or prefer to work through a disadvantaged business partner WAXIE has developed a network of reputable small disadvantaged businesses that we authorize to support the contract through sales, customer service, and other commercially useful functions. The current list of companies is:
 - Brighton Cromwell, a federal small business;
 - Document Imaging Dimensions, a women and veteran owned business;
 - MANS Distributing Inc., a women and minority owned business;
 - J Hurley Company, a service related disabled veteran owned business;
 - Vet Force Inc., a service related disabled veteran owned business; and
 - Sustain One, a minority and women owned business.

◆ Warranty

➤ Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- ❖ WAXIE's supplier and product selection practice combined with operational and logistical excellence insure uniform quality and consistency in product performance and customer service. WAXIE stands behind manufacturer's full warranty for all products we sell and distribute. If dissatisfied with performance of any product, all unopened and unused portion may be returned for credit within one year of the date of manufacture. Use product as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.
- Availability of replacement parts
- ❖ WAXIE has over \$2,000,000 in replacement parts in inventory at any given time. Most replacement parts will be delivered in the same time frame as normal product delivery. Parts requiring a special order will be shipped under freight conditions unless the customer chooses to expedite shipping. Expedited shipping charges will be the responsibility of the customer.
- Life expectancy of equipment under normal use
- ❖ Manufacturers' warranties are the only warranties available to the customer. The life expectancy of the equipment varies based on a variety of factors including weather, intensity of use, daily maintenance and other factors. For these reasons, there is no standard for the life expectancy of Janitorial Equipment.
- Detailed information as to proposed return policy on all equipment
- ❖ WAXIE stands behind manufacturer's full warranty for all products we sell and distribute. If dissatisfied with performance of any product, all unopened and unused portion may be returned for credit within one year of the date of manufacture. Use product as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- ❖ WAXIE requests reciprocal indemnification using the following language:

Region 14 ESC and its participants, administrators, employees and agents shall protect, indemnify, and hold harmless WAXIE and its officers, agents and employees against all claims, damages, losses and expenses arising out of or resulting from the actions of the end user in the preparation of the solicitation and the later execution of the contract.

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

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

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

 - ❖ WAXIE's corporate insurance policies do not provide a (10) day notice of modification/cancellation. However, WAXIE recently celebrated our 70th anniversary and in that time, WAXIE has never had a day without insurance coverage. In the extreme unlikelihood that insurance is cancelled by our carrier, WAXIE will notify Region 14 ESC at the first possible opportunity.

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

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

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

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

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of the General Terms and Conditions section.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 - \$60 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

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

- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

 - ❖ WAXIE is pleased to have had an agreement in place with Region 14 ESC over the past four years and we look forward to continuing to provide superior administrative performance, exceptional levels of customer satisfaction, and mandating that customers' interests drive every decision we make as well as every solution we offer.

WAXIE has been delivering superior customer service for over 75 years. Currently WAXIE manages over 5,000 public sector accounts throughout the US and rarely has a service related

issue. Our experience with State purchasing cooperatives and price group purchasing cooperatives in the public sector accounts for over 25% of our total business.

Our partner Brighton Cromwell is a very fast growing supply source integration and logistics company that has prospered under the difficult rules of business in the federal sector. Brighton Cromwell has a perfect record with the Defense Logistics Agency in delivering highly complex contract requirements worldwide including into active war zones.

Our combined customer touches, through orders and deliveries, exceed three million instances annually. Both of our companies are highly invested in customer service and highly capable of delivering superior service to all of our customers.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of the Process section.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service

WAXIE acknowledges and agrees to all aspects of the Evaluation Criteria section.

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Waxie's Enterprises, Inc. dba WAXIE Sanitary Supply
Address	9353 Waxie Way
City/State/Zip	San Diego, CA 92123
Telephone No.	Office: 800/292-9437 x641; Cell: 480/213-1709
Fax No.	619/615-2150
Email address	mmuscara@waxie.com
Printed name	Mike Muscara
Position with company	Corporate Account Director
Authorized signature	

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of Tab 1.

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 11, 2016, by and between National Cooperative Purchasing Alliance (“NCPA”) and Waxie's Enterprises (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 11, 2016, referenced as Contract Number 02-27, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Comprehensive Operational and Janitorial Supplies Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
 - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
 - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.

 - ❖ WAXIE requests reciprocity using the following language:

NCPA and Region 14 ESC agree to allow WAXIE to use their names and logos within website, marketing materials and advertisement. Any use of WAXIE name and logo or any form of publicity regarding this contract by NCPA or Region 14 ESC must have prior approval by WAXIE.
 - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
 - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
 - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
 - All written communications given hereunder shall be delivered to the addresses as set forth below.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of Tab 2.

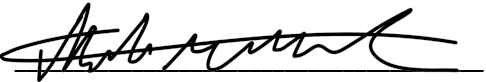
National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: April 11, 2016

Vendor: WAXIE Sanitary Supply

Name: Mike Muscara

Title: Corporate Accounts Director

Address: 9353 Waxie Way

San Diego, CA 92123

Signature: 

Date: March 28, 2016

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

➤ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.
- ❖ Pricing and any additional transportation charges are described completely in the General Terms and Conditions section of Tab 1 and in Tab 7

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

X **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|--|---|
| <input checked="" type="checkbox"/> American Samoa | <input checked="" type="checkbox"/> Northern Marina Islands |
| <input checked="" type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input checked="" type="checkbox"/> Guam | <input checked="" type="checkbox"/> S. Virgin Islands |
| <input checked="" type="checkbox"/> Midway Islands | |

Please reference our pricing and delivery program in the Pricing section of Tab 1 and in Tab 7.

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

➤ Please note that WAXIE is not a Minority and Women Owned Business Enterprise. Since many Public Sector agencies require or prefer to work through a disadvantaged business partner, WAXIE has developed a network reputable small disadvantaged businesses that we are authorizing to support the contract through sales, customer service, and other commercially useful functions. The current list of such companies can be found in the Authorized Distributors section of Tab 1 in this response, including the Minority and Women Owned businesses MANS, Inc., Sustain One, and DID, Inc.

◆ **Residency**

- Responding Company's principal place of business is in the city of San Diego, State of CA
- Felony Conviction Notice
- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable. Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input checked="" type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ Processing Information

➤ Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

Contact Person: Sales Reports: Jorge Vazquez / Accounts Payable: Aldo Preciado

Title: Jorge - Sales Analyst / Aldo - Market Segment Specialist

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: 800/544-8054 x 648/ x 649 Email: jvazquez@waxie.com/apreciado@waxie.com

▪ Purchase Orders

Contact Person: Aldo Preciado

Title: Market Segment Specialist

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: 800/544-8054 x 649 Email: apreciado@waxie.com

▪ Sales and Marketing

Contact Person: Mike Muscara

Title: Corporate Account Director

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: Office: 800/292-9437 x641; Cell: 480/213-1789

Email: mmuscara@waxie.com

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

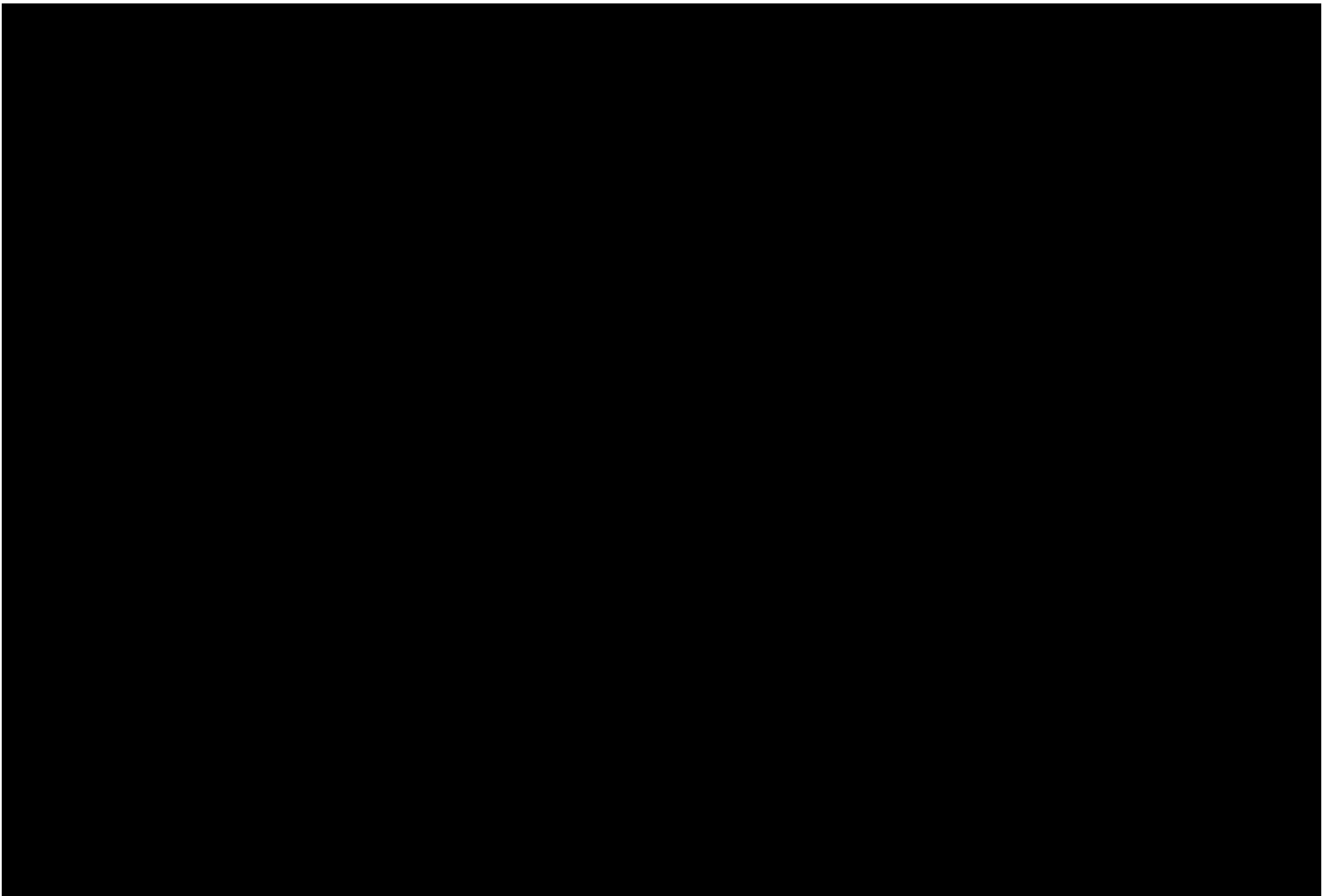
Yes No

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No



Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
 - Our legally registered name is Waxie's Enterprises, Inc.
- ◆ Brief history of your company, including the year it was established.
 - ❖ Founded in 1945, WAXIE Sanitary Supply is a 71-year-old, privately held, family owned company with a proud history of honoring our clients, communities, and family values. This attitude is embodied in our company motto: **"The Most Trusted Name In Clean. Since 1945."** WAXIE has long been focused on our customers and prides ourselves on helping businesses keep their facilities cleaner, healthier, greener and safer. We are passionate about what we do and committed to delivering that passion to our customers.

WAXIE is among the largest distributors of sanitary supplies and equipment in the Western USA and is one of the largest family owned distributors in the nation. We differentiate ourselves by having orders delivered on time, at the right price, with exceptional customer service. We are here to listen to our clients and respond to their needs. Our average fill rate on orders is 97%.

For the past 7 decades, WAXIE has remained the industry leader in the distribution of quality institutional supplies to the Public Sector, commercial, industrial, and contractor markets in the United States and abroad.
- ◆ Company's Dun & Bradstreet (D&B) number.
 - ❖ 02-914-2577
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
 - ❖ Please see **Exhibit A** for an organizational charts of WAXIE individuals to be involved in this contract. We have included our corporate and operational zone organizational charts.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - ❖ WAXIE's corporate office is located in San Diego, CA. Additionally, we have (21) twenty-one sales and services offices located throughout Alaska, Arizona, California, Colorado, Idaho, Nevada, Oregon, Utah, and Washington.
 - List the names of key contacts at each with title, address, phone and e-mail address.
 - ❖ Please see **Exhibit B** for a listing of all of our office locations and the key contact information for each.
- ◆ Define your standard terms of payment.
 - ❖ WAXIE's standard payment terms are Net 30.

◆ Who is your competition in the marketplace?

❖ Our competition includes the following:

W.W. Grainger, Inc.
Staples, Inc.
Office Depot, Inc.
MSC Corp.
Fastenal
Veritiv Corp.
W.B. Mason, Inc.
Woolsley, Inc.

◆ What differentiates your company from competitors?

- ❖ WAXIE, a relatively small company, has been able to set standards for sustainable supply chain development in the institutional supply segment for Public Sector contracts. Through the creative use of discounting and programs that encourage customers to change procurement process behavior, WAXIE has contributed to the greening of the supply chain since 2004. Those same sustainability principles are currently applied through all of the categories we can source. We are able to accomplish this by creating specific programs that match the needs of individual customers, under the umbrella of our national group purchasing contracts.

Through negotiated Supplemental Agreements WAXIE encourages sustainability enhancing behaviors from our contract customers such as:

- Full electronic commerce with order to invoice;
- Automated payment handled electronically with no exchange of paper invoices or checks;
- Increases in order size through order volume discounting;
- Purchase of third party verified green products whenever possible;
- Participation in a complete Deliver Clean Savings account audit that brings substantial supply chain savings;
- Drop shipment large volume orders for many products.

All of these programs allow us to reduce our operating costs and the impact on the environment of contract fulfillment, and pass those savings along to our contract customers.

- ◆ Describe how your company will market this contract if awarded.
- ❖ Marketing Initiatives – WAXIE, Brighton Cromwell, our Disadvantaged Business partners, and our manufacturers will do the following to market the Region14/NCPA contract nationally:

WAXIE

- Our sales force of over 200 will be trained in all features and benefits of the contract and will bring the contract to all available Public Sector entities eligible for its use as our first option.
- WAXIE's teleservice sales force will also be trained and will be marketing the contract to Public Sector agencies throughout the United States.
- WAXIE will feature the NCPA contract at all of the trade shows we attend including NIGP nationally, state wide ASBO's, statewide purchasing groups like CAPPO in CA, Corrections Industries, NASPO, and many others.
- WAXIE will transmit contract information regularly to both current and prospective customers via a robust email marketing campaign.

Brighton Cromwell

- Brighton Cromwell will educate its internal telesales and external sales force on the features and benefits of the contract and use the contract as its first choice for nonfederal Public Sector opportunities.
- Brighton Cromwell will coordinate both email and telemarketing outreach programs to prospective NCPA clients.
- Brighton Cromwell will communicate to all current customers through the contract web ordering portal www.waxiencpa.com.
- Brighton Cromwell will use SEO and related tools to include social media to identify, market to, and promote the use of the NCPA contract.

Disadvantaged Business affiliates – All of our participating customers provide additional exposure for the contract at trade shows and through their web sites.

- ◆ Describe how you intend to introduce NCPA to your company.
- ❖ WAXIE enjoys an existing contract with Region 14 ESC and NCPA; our sales force is very aware of the strength of that contract. The new contract information will be communicated at sales meetings at every branch office of WAXIE and Brighton Cromwell. In addition, a detailed SOP Manual will be created for the new contract and placed in an online reference area that all Sales and Operations personnel can access. On our website www.waxie.com, a new contract page with all information necessary for current and prospective customers will be posted within thirty (30) days of award.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ❖ The WAXIE/Brighton Cromwell ecommerce platform is a proven, tested application allowing users to access over 150,000 standard stocked, priced parts and to request price and availability for non-stocked items. The site (www.waxiencpa.com) houses dozens of commodity groups supporting fleet, facilities, food service, laundry, and office supply. The system is fully mobile enabled and has the following features:
 - User friendly/intuitive screen for ordering parts.
 - Fully "cloud" based solution with no software or firmware installation required.

- The ability to login remotely and to validate the user as an approved user.
 - The ability to search by part number and nomenclature or drill into commodities.
 - The ability to request pricing and availability for non-catalog items regardless of brand name or user location
 - The ability to create a multi-part order “cart” or a single line item order.
 - The ability to place orders for multiple product lines and commodities on one purchase order.
 - The ability to create orders from remote and mobile locations in real time.
 - A print option for all orders placed to include the PO#.
 - The ability to store and edit multiple “shopping carts” for future re-use/reorder.
 - The ability to update parts quantities up to the point of order confirmation.
 - The ability to run user purchase history reports online.
 - The ability to support multiple ship-to locations for an individual approved user.
 - The ability to assign individual approved users rights, restrictions, and roles.
 - Functionality to provide users ability to access status of all orders and deliveries.
 - Messaging capability to allow for approved users to communicate with customer service.
 - Live customer service and dedicated client support representatives.
 - On-line help/tutorial.
 - Print capability.
 - Daily data backup.
 - Program and database security IAW commercially accepted standards.
 - Off-site DPR and “hot site” dual capability is live as part of a disaster mitigation plan.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)
- ❖ WAXIE employs over 50 Customer Service Representatives supporting over 200 sales professionals and all of our customers. Each of our 21 locations provides local customer service and our Home Office provides customer service to all of our GPO contract customers as well as our other corporate and strategic accounts.
- Hours of operation for customer service are 8am Eastern to 5pm Pacific. Customers may call in to 800/544-8054 x649 to contact Aldo Preciado, the primary contact for orders and service inquiries. Aldo can also be reached by email at apreciado@waxie.com.
- Additional customer service support is provided by Brighton Cromwell for any web related customer services issues or inquiries. Brighton Cromwell customer service is available between 6:00am to 4:00pm Pacific with on-call support available until 5:00pm Pacific. Dedicated customer service can be reached via email or by calling 973/252-4100.
- ◆ Green Initiatives
- As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ❖ WAXIE shares NCPA's and Region 14 ESC's emphasis on minimizing our impact on the Earth's climate as well as employing environmentally responsible practices. WAXIE is a leader in green and sustainable options for our partners. WAXIE is committed to being an industry leader in promoting responsible business practices that support sustainable communities that are secure, economically prosperous, environmentally responsible and healthy places in which to live and work. Sustainability has emerged as a global theme of the 21st century – it is a concept which balances the interconnectedness of the environment, the economy and our quality of life. Please see **Exhibit C** for our *Commitment to Sustainability* brochure.

WAXIE has led the development of sustainable supply chain contracts in the Public Sector since 2004 and we are recognized as a leader in both the sale of and development of green cleaning products as well as operating our company as environmentally appropriately as possible. Here are some of our initiatives:

- WAXIE has committed to building all new buildings to LEED Silver and has two new Regional Inventory Centers that are LEED Silver Certified, Salt Lake City, UT and Mesa, AZ. The WAXIE Livermore facility is currently seeking LEED-EB certification.
- WAXIE has converted our four California Regional Inventory Centers to LED lighting.
- Photovoltaic Solar Panels have been installed at all California locations. Other locations are being evaluated for solar power.
- WAXIE has purchased and operates several CNG powered delivery trucks. These trucks are being operated out of our Santa Ana, CA facility and the program will be expanded to other areas as CNG filling stations become more common.
- WAXIE has the largest selection of green cleaning products, sanitary paper, and hand care products in the US.
- WAXIE has introduced a new line of bio-based products under our brand.
- WAXIE is a member of the USGBC with ten LEED EB Accredited Professionals on staff.
- WAXIE recycles all of its corrugated card board, office paper, plastic wrap, and pallets at all of our facilities.
- Brighton Cromwell offers a full line of EPA approved Energy Star items. This includes lighting, power tools, appliances, HVAC items, plumbing supplies, building materials and more.
- Brighton Cromwell actively promotes brands such as GreenWorks, a line of energy efficient, chargeable outdoor power products.
- Brighton Cromwell participates in the "EnviroLink" program, with over 2,000 stocked items that save water, are energy efficient, are recyclable, conserve resources, or are Energy Star qualified.
- Brighton Cromwell is a leading provider of pre-packaged vehicle maintenance and repair kits which results in dramatically reduced packaging and environmental waste.
- Brighton Cromwell recycles all its corrugated card board, office paper, plastic wrap, and pallets at all of its facilities.

Over the past 12 years, WAXIE has developed a wealth of tools and initiatives to support a more environmentally sustainable portfolio of products and programs.

Our WAXIE GPS® Green Partner Support™ program is unparalleled in helping organizations reach their sustainability goals. This program and process allows WAXIE to determine customized needs in a balanced approach summarizing and measuring for management oversight; while still conducting site surveys and providing the right product mix for customer-facing operations. Please see **Exhibit D** for our *Green Partner Support* brochure.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

❖ Please see **Exhibit E** for a listing of our licenses and registrations.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

❖ Contract Category	Minimum Category Discount
Cleaning Supplies - Floor and carpet cleaning tools, window cleaning tools, general purpose cleaning tools and accessories.	30%
Cleaning Chemicals	30%
3M Cleaning Tools	15%
3M Diamond Grit Floor Pads	15%
Spartan Chemical	20%
Dilution Control Cleaning Chemical Systems	30%
Floor Finishes and Floor Sealers	40%
Wood Floor Cleaning and Maintenance Products	30%
Battery Operated Cleaning Equipment	18%
Cord electric Powered Equipment	28%
Gas, diesel and propane powered cleaning equipment	10%
Direct Wired Electrical Equipment	10%
Equipment Parts and Accessories	10%
Paper Products - Toilet Tissue, Paper Towels, Facial Tissues	50%
Plastic Can Liners	50%
Laundry Products	40%
Ware Washing Products	40%
Food Service Disposable Products	30%
Air Filters	12%
Appliances	10%
Automotive	12%
Building Materials	10%
Electrical Repairs and Equipment	15%
Electronics & Technology	11%
Farm & Ranch	12%
Fasteners	15%
Furniture	10%
General	7%
Hand Tools	11%
HVAC	10%
Lamps, Ballasts, Fixtures	15%
Lawn & Garden	10%
Material Handling	10%
Office Supplies	10%
Paint and Accessories	7%

Plumbing	15%
Pneumatic Tools	7%
Power Tools & Accessories	7%
Safety & Security	12%
Welding and Soldering	8%

WAXIE understands and acknowledges the requirements in Tab 5. We have substituted our products and services categories for the sample categories that appeared on the original RFP. WAXIE will add categories beyond those listed above as they become available.

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

- Please see **Exhibit F** for a comprehensive list of WAXIE’s customer references.

WAXIE acknowledges and understands the quantity and range of references being requested in Tab 6. We are confident the quantity, quality, and range of government entity groups provided in Exhibit E will not only satisfy but exceed this requirement.

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
 - Please see **Exhibit J** of our electronic submission for our complete price list.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

As indicated in the General Terms and Conditions of Tab 1, WAXIE offers the following policies with regard to pricing:

- ❖ WAXIE Sanitary Supply is offering the following price and delivery program:
 - Within WAXIE Sanitary Supply's normal company owned truck delivery zones, all orders are delivered with no minimum order and no freight charges.
 - Outside of WAXIE Sanitary Supply's normal company truck delivery zones, all orders shall have a no minimum and shall be delivered on a freight prepay and add basis.

The same pricing and delivery parameters shall prevail for any subcontractors WAXIE utilizes for contract fulfillment in states where we do not operate.

Special Pricing and Delivery Terms:

Alaska

WAXIE Sanitary Supply operates in the State of Alaska. Due to Alaska's extraordinary environment and the distances and expense required to operate in Alaska, the following terms shall apply.

A twenty-nine (29) cent per pound additional charge shall be added to all prices quoted for the

continental U.S. for delivery in WAXIE Sanitary Supply's normal delivery area in Anchorage and Fairbanks.

Outside of WAXIE Sanitary Supply's normal truck delivery area in Anchorage and Fairbanks, the Alaska price plus freight on a prepay and add basis.

Delivery to remote areas is on an availability of transportation basis. Some areas have no deliveries in the winter months.

Hawaii, Puerto Rico and US Territories

All orders outside contiguous United States and Alaska will be charged contract price plus actual freight.

WAXIE prices are based on a category minimum discount off list price. WAXIE prices are based on a minimum discount by category. Each line item is individually priced at or below the category discount percentage. This allows WAXIE to provide the best pricing for each line item and increases the contract's value to the end user.

List prices are based on manufacturers' or Master Distributors' list price in effect on April 1, 2016 or WAXIE list price effective on March 1, 2016. WAXIE publishes list prices on the first of each month. March 1, 2016 WAXIE Price Pages will be provided upon request. Category discounts are included on our price spreadsheet.

WAXIE acknowledges and understands the pricing requirements as delineated in Tab 7.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
- WAXIE adds value to our partnerships in numerous ways, including but limited to the following:
 - WAXIE Deliver Clean Savings (DCS®)
 - WAXIE Green Partner Support (GPS®)
 - WAXIE Web Based Training
 - WAXIE Onsite Training
 - WAXIE Specialists
 - Brighton Cromwell “Spot Buy” Functionality
 - Dedicated Customer Support

WAXIE Deliver Clean Savings

Qualifying customers can take advantage of WAXIE’s premier consulting service for supply chain analysis. To qualify, customers must agree to purchase their supplies from WAXIE through the NCPA contract and participate fully in the survey process. The program requires participation by procurement as well as all necessary operating departments. Cost reductions of 20-25% hard costs are a common result. Please see **Exhibit G** for the WAXIE DCS Brochure for Higher Education and a sample DCS power point presentation.

WAXIE Green Partner Support

Customers that are interested in working with WAXIE to investigate all areas of sustainability in their buildings can utilize WAXIE’s GPS program. The program is designed to survey and recommend product and process changes that have a lasting positive effect on the environment. The program allows for tracking green product spend as well as employee training on the proper products and processes to reduce the overall impact on the environment of cleaning operations. Please see **Exhibit H** for our GPS program brochure along with a sample outcome.

WAXIE Web Based Training

WAXIE’s online training provides basic custodial operations training and testing online. The program allows supervisors to track and archive employee performance. All modules are available in English and Spanish. Please see **Exhibit I** for WAXIE’s online training brochure.

WAXIE Onsite training

Customers can receive customized training programs onsite through WAXIE’s over 200 sales professionals and through our manufacturer’s representatives and their training staffs.

WAXIE Specialists

WAXIE offers the most knowledgeable and well trained consulting capacity of any facility supply company. WAXIE employs Equipment and Chemical Specialists at all our locations to provide answers and best practices with regard to utilization and efficacy of the equipment and chemical products we sell.

Brighton Cromwell “Spot Buy” Functionality

Customers can inquire about pricing and availability for virtually any item within the contract scope. Brighton Cromwell is not restricted in its product offering by geographic or product boundaries. As sourcing and procurement professionals Brighton Cromwell is able to provide product well outside of its standard, stocked items and supply chain.

Dedicated Customer Support

Customers can access dedicated contract specific customer service professionals. These individuals are able to respond to any and all questions or concerns related to the website (www.waxiencpa.com), product scope, spot buys, or order status.

Tab 9 – Required Documents


- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

WAXIE acknowledges and understands and is please to sign all documents contained in Tab 9.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>WAXIE Sanitary Supply</u>
Print Name	<u>Mike Muscara</u>
Address	<u>9353 Waxie Way</u>
City, State, Zip	<u>San Diego, CA 92123</u>
Authorized signature	<u></u>
Date	<u>March 28. 2016</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

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

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

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

Fingerprint & Background Checks

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

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

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature 

Date March 28, 2016

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name WAXIE Sanitary Supply

Address 9353 Waxie Way

City/State/Zip San Diego, CA 92123

Telephone No. Office: 800/292-9437 x641; Cell: 480/213-1709

Fax No. 619/615-2150

Email address mmuscara@waxie.com

Printed name Mike Muscara

Position with company Corporate Account Director

Authorized signature 

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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

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

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon		
		54	CITY OF MOSIER
		55	CITY OF NEWBERG
		56	CITY OF NORTH PLAINS
1	CEDAR MILL COMMUNITY LIBRARY	57	CITY OF OREGON CITY
2	CITY COUNTY INSURANCE SERVICES	58	CITY OF PHOENIX
3	CITY OF ADAIR VILLAGE	59	CITY OF PILOT ROCK
4	CITY OF ALBANY	60	CITY OF PORT ORFORD
5	CITY OF ASHLAND	61	CITY OF PORTLAND
6	CITY OF ASTORIA OREGON	62	CITY OF POWERS
7	CITY OF AUMSVILLE	63	CITY OF REDMOND
8	CITY OF AURORA	64	CITY OF REEDSPORT
9	CITY OF BEAVERTON	65	CITY OF RIDDLE
10	CITY OF BOARDMAN	66	CITY OF SALEM
11	CITY OF BURNS	67	CITY OF SANDY
12	CITY OF CANBY	68	CITY OF SANDY
13	CITY OF CANNON BEACH OR	69	CITY OF SCAPPOOSE
14	CITY OF CANYONVILLE	70	CITY OF SEASIDE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	71	CITY OF SHADY COVE
16	CITY OF CLATSKANIE	72	CITY OF SHERWOOD
17	CITY OF COBURG	73	CITY OF SPRINGFIELD
18	CITY OF CONDON	74	CITY OF ST. PAUL
19	CITY OF COOS BAY	75	CITY OF STAYTON
20	CITY OF CORVALLIS	76	CITY OF TIGARD, OREGON
21	CITY OF COTTAGE GROVE	77	CITY OF TUALATIN, OREGON
22	CITY OF CRESWELL	78	CITY OF WARRENTON
23	CITY OF DALLAS	79	CITY OF WEST LINN/PARKS
24	CITY OF DAMASCUS	80	CITY OF WILSONVILLE
25	CITY OF DUNDEE	81	CITY OF WINSTON
26	CITY OF EAGLE POINT	82	CITY OF WOOD VILLAGE
27	CITY OF ECHO	83	CITY OF WOODBURN
28	CITY OF ESTACADA	84	CITY OF YACHATS
29	CITY OF EUGENE	85	FLORENCE AREA CHAMBER OF COMMERCE
30	CITY OF FAIRVIEW	86	GASTON RURAL FIRE DEPARTMENT
31	CITY OF FALLS CITY	87	GLADSTONE POLICE DEPARTMENT
32	CITY OF GATES	88	HOUSING AUTHORITY OF THE CITY OF SALEM
33	CITY OF GEARHART	89	KEIZER POLICE DEPARTMENT
34	CITY OF GERVAIS	90	LEAGUE OF OREGON CITIES
35	CITY OF GOLD HILL	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
36	CITY OF GRANTS PASS	92	METRO
37	CITY OF GRESHAM	93	MONMOUTH - INDEPENDENCE NETWORK
38	CITY OF HAPPY VALLEY	94	PORTLAND DEVELOPMENT COMMISSION
39	CITY OF HILLSBORO	95	RAINIER POLICE DEPARTMENT
40	CITY OF HOOD RIVER	96	RIVERGROVE WATER DISTRICT
41	CITY OF JOHN DAY	97	SUNSET EMPIRE PARK AND RECREATION
42	CITY OF KLAMATH FALLS	98	THE NEWPORT PARK AND RECREATION CENTER
43	CITY OF LA GRANDE	99	TILLAMOOK PEOPLES UTILITY DISTRICT
44	CITY OF LAKE OSWEGO	100	TUALATIN VALLEY FIRE & RESCUE
45	CITY OF LAKESIDE	101	WEST VALLEY HOUSING AUTHORITY
46	CITY OF LEBANON		
47	CITY OF MALIN	No.	Counties and Parishes
48	CITY OF MCMINNVILLE	1	ASSOCIATION OF OREGON COUNTIES
49	CITY OF MEDFORD	2	BENTON COUNTY
50	CITY OF MILL CITY	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
51	CITY OF MILLERSBURG	4	CLATSOP COUNTY
52	CITY OF MILWAUKIE	5	COLUMBIA COUNTY, OREGON
53	CITY OF MORO	6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT

8	CURRY COUNTY OREGON	3	BAKER SCHOOL DISTRICT 5-J
9	DESCHUTES COUNTY	4	BANDON SCHOOL DISTRICT
10	DOUGLAS COUNTY	5	BANKS SCHOOL DISTRICT
11	GILLIAM COUNTY	6	BEAVERTON SCHOOL DISTRICT
12	GILLIAM COUNTY OREGON	7	BEND / LA PINE SCHOOL DISTRICT
13	GRANT COUNTY, OREGON	8	BEND-LA PINE SCHOOL DISTRICT
14	HARNEY COUNTY SHERIFFS OFFICE	9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
15	HOOD RIVER COUNTY	10	CANBY SCHOOL DISTRICT
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY	11	CANYONVILLE CHRISTIAN ACADEMY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES	12	CASCADE SCHOOL DISTRICT
18	JEFFERSON COUNTY	13	CASCADES ACADEMY OF CENTRAL OREGON
19	KLAMATH COUNTY VETERANS SERVICE OFFICE	14	CENTENNIAL SCHOOL DISTRICT
20	LAKE COUNTY	15	CENTRAL CATHOLIC HIGH SCHOOL
21	LANE COUNTY	16	CENTRAL POINT SCHOOL DISTRICT NO. 6
22	LINCOLN COUNTY	17	CENTRAL SCHOOL DISTRICT 13J
23	LINN COUNTY	18	CLACKAMAS EDUCATION SERVICE DISTRICT
24	MARION COUNTY , SALEM, OREGON	19	COOS BAY SCHOOL DISTRICT
25	MORROW COUNTY	20	COOS BAY SCHOOL DISTRICT NO.9
26	MULTNOMAH COUNTY	21	COQUILLE SCHOOL DISTRICT 8
27	MULTNOMAH COUNTY	22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
28	MULTNOMAH LAW LIBRARY	23	CRESWELL SCHOOL DISTRICT
29	NAMI LANE COUNTY	24	CROSSROADS CHRISTIAN SCHOOL
30	POLK COUNTY	25	CULVER SCHOOL DISTRICT NO.
31	SHERMAN COUNTY	26	DALLAS SCHOOL DISTRICT NO. 2
32	UMATILLA COUNTY, OREGON	27	DAVID DOUGLAS SCHOOL DISTRICT
33	UNION COUNTY	28	DAYTON SCHOOL DISTRICT NO.8
34	WALLOWA COUNTY	29	DE LA SALLE N CATHOLIC HS
35	WASCO COUNTY	30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
36	WASHINGTON COUNTY	31	DOUGLAS COUNTY SCHOOL DISTRICT 116
37	YAMHILL COUNTY	32	DOUGLAS EDUCATION SERVICE DISTRICT
1	BOARD OF WATER SUPPLY	33	DUFUR SCHOOL DISTRICT NO.29
2	COUNTY OF HAWAII	34	ELKTON SCHOOL DISTRICT NO.34
3	MAUI COUNTY COUNCIL	35	ESTACADA SCHOOL DISTRICT NO.108
No.	Higher Education	36	FOREST GROVE SCHOOL DISTRICT
1	BIRTHINGWAY COLLEGE OF MIDWIFERY	37	GASTON SCHOOL DISTRICT 511J
2	BLUE MOUNTAIN COMMUNITY COLLEGE	38	GEN CONF OF SDA CHURCH WESTERN OR
3	CENTRAL OREGON COMMUNITY COLLEGE	39	GLADSTONE SCHOOL DISTRICT
4	CHEMEKETA COMMUNITY COLLEGE	40	GLENDALE SCHOOL DISTRICT
5	CLACKAMAS COMMUNITY COLLEGE	41	GLIDE SCHOOL DISTRICT NO.12
6	COLUMBIA GORGE COMMUNITY COLLEGE	42	GRANTS PASS SCHOOL DISTRICT 7
7	GEORGE FOX UNIVERSITY	43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
8	KLAMATH COMMUNITY COLLEGE DISTRICT	44	GRESHAM-BARLOW SCHOOL DISTRICT
9	LANE COMMUNITY COLLEGE	45	HARNEY COUNTY SCHOOL DIST. NO.3
10	LEWIS AND CLARK COLLEGE	46	HARNEY EDUCATION SERVICE DISTRICT
11	LINFIELD COLLEGE	47	HEAD START OF LANE COUNTY
12	LINN-BENTON COMMUNITY COLLEGE	48	HERITAGE CHRISTIAN SCHOOL
13	MARYLHURST UNIVERSITY	49	HIGH DESERT EDUCATION SERVICE DISTRICT
14	MT. HOOD COMMUNITY COLLEGE	50	HOOD RIVER COUNTY SCHOOL DISTRICT
15	MULTNOMAH BIBLE COLLEGE	51	JACKSON CO SCHOOL DIST NO.9
16	NATIONAL COLLEGE OF NATURAL MEDICINE	52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
17	NORTHWEST CHRISTIAN COLLEGE	53	JEFFERSON SCHOOL DISTRICT
18	OREGON HEALTH AND SCIENCE UNIVERSITY	54	KLAMATH FALLS CITY SCHOOLS
19	OREGON UNIVERSITY SYSTEM	55	LA GRANDE SCHOOL DISTRICT
20	PACIFIC UNIVERSITY	56	LAKE OSWEGO SCHOOL DISTRICT 7J
21	PORTLAND COMMUNITY COLLEGE	57	LANE COUNTY SCHOOL DISTRICT 4J
22	PORTLAND STATE UNIV.	58	LANE COUNTY SCHOOL DISTRICT 69
23	REED COLLEGE	59	LEBANON COMMUNITY SCHOOLS NO.9
24	ROGUE COMMUNITY COLLEGE	60	LINCOLN COUNTY SCHOOL DISTRICT
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - SCIO SD
26	TILLAMOOK BAY COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
27	UMPQUA COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
28	WESTERN STATES CHIROPRACTIC COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
29	WILLAMETTE UNIVERSITY	65	MCMINNVILLE SCHOOL DISTRICT NO.40
1	ARGOSY UNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	67	MITCH CHARTER SCHOOL
3	COLLEGE OF THE MARSHALL ISLANDS	68	MOLALLA RIVER ACADEMY
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
5	UNIVERSITY OF HAWAII AT MANOA	70	MONROE SCHOOL DISTRICT NO.1J
No.	K - 12	71	MORROW COUNTY SCHOOL DISTRICT
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	72	MT. ANGEL SCHOOL DISTRICT NO.91
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	73	MT.SCOTT LEARNING CENTERS
		74	MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROWESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLISCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHASCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRAHEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLANDHAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARCENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN		
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY - CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOK ESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETON ACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231 TRILLIUM FAMILY SERVICES, INC.
 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
 233 UNION GOSPEL MISSION
 234 UNITED CEREBRAL PALSY OF OR AND SW WA
 235 UNITED WAY OF THE COLUMBIA WILLAMETTE
 236 US CONFERENCE OF MENONNITE BRETHERN CHURCHES
 237 US FISH AND WILDLIFE SERVICE
 238 USAGENCIES CREDIT UNION
 239 VERMONT HILLS FAMILY LIFE CENTER
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 241 VOLUNTEERS OF AMERICA OREGON
 242 WE CARE OREGON
 243 WESTERN RIVERS CONSERVANCY
 244 WESTERN STATES CENTER
 245 WESTSIDE BAPTIST CHURCH
 246 WILD SALMON CENTER
 247 WILLAMETTE FAMILY
 248 WILLAMETTE VIEW INC.
 249 WOODBURN AREA CHAMBER OF COMMERCE
 250 WORD OF LIFE COMMUNITY CHURCH
 251 WORKSYSTEMS INC
 252 YOUTH GUIDANCE ASSOC.
 253 YWCA SALEM
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 2 ALOHACARE
 3 AMERICAN LUNG ASSOCIATION
 4 BISHOP MUSEUM
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 7 EAH, INC.
 8 EASTER SEALS HAWAII
 9 GOODWILL INDUSTRIES OF HAWAII, INC.
 10 HABITAT FOR HUMANITY MAUI
 11 HALE MAHAOLU
 12 HAROLD K.L. CASTLE FOUNDATION
 13 HAWAII AGRICULTURE RESEARCH CENTER
 14 HAWAII EMPLOYERS COUNCIL
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 16 HONOLULU HABITAT FOR HUMANITY
 17 IUPAT, DISTRICT COUNCIL 50
 18 LANAKILA REHABILITATION CENTER INC.
 19 LEEWARD HABITAT FOR HUMANITY
 20 MAUI COUNTY FCU
 21 MAUI ECONOMIC DEVELOPMENT BOARD
 22 MAUI ECONOMIC OPPORTUNITY, INC.
 23 MAUI FAMILY YMCA
 24 NA HALE O MAUI
 25 NA LEI ALOHA FOUNDATION
 26 NETWORK ENTERPRISES, INC.
 27 ORI ANUENUE HALE, INC.
 28 PARTNERS IN DEVELOPMENT FOUNDATION
 29 POLYNESIAN CULTURAL CENTER
 30 PUNAHOU SCHOOL
 31 ST. THERESA CHURCH
 32 WAIANA E COMMUNITY OUTREACH
 33 WAILUKU FEDERAL CREDIT UNION
 34 YMCA OF HONOLULU

No. Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD

9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT
 13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER
 39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 1 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION