

Superior Solutions

Competitive Response to

Region 14 Education Service Center

For

Comprehensive Operational & Janitorial Supplies Solutions

National Cooperative Purchasing Alliance RFP # 08-16 Due Tuesday, March 29th, 2016, 2:00 PM CST

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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.

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment
- 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.
- 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.
- 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-bypage 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. Region14 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.

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.

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

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: **<u>120 days</u>**

Company name	Acuity Specialty Products d/b/a Zep Inc
Address	1310 Seaboard Industrial Blvd NW
City/State/Zip	Atlanta, GA 30318
Telephone No.	404-603-7809
Fax No.	404-367-4082
Email address	jenifer.dozier@zep.com
Printed name	Jenifer Dozier
Position with company	Director
Authorized signature	Junif- Dagies

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of <u>April 11, 2016</u>, by and between National Cooperative Purchasing Alliance ("NCPA") and <u>Acuity Special Products d/b/</u> ("Vendor"). Zep Inc

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>April 11, 2016</u>, referenced as Contract Number <u>02-28</u>, 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
			Tota	

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.

Annual Sales Through Contract	Administrative Fee
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.
 - 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.

National Co	ooperative Purchasing Alliance:	Vendor:	Acuity Special Products d/b/ Zep Inc
Name:	Matthew Mackel	Name:	William Redmond
Title:	Director, Business Development	Title:	CEO
Address:	PO Box 701273	Address:	1310 Seaboard Industrial Blvd NW
	Houston, TX 77270		Atlanta, GA 30318
Signature:	Atomat	Signature:	- cop
Date:	April 11, 2016	Date:	\$ 3/25/16

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.

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

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

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

American Somoa	Northern Marina Islands
Federated States of Micronesia	Puerto Rico
🗌 Guam	U.S. Virgin Islands
Midway Islands	

- 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
- Residency
 - Responding Company's principal place of business is in the city of <u>Atlanta</u> State of <u>Georgia</u>
- Felony Conviction Notice
 - Please Check Applicable Box;
 - X 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:
 - Manufacturer Direct
- Certified education/government reseller
- Authorized Distributor
- Manufacturer marketing through reseller

- Value-added reseller
-] Other: _____

- Processing Information
 - Provide company contact information for the following:
 - Sales Reports / Accounts Payable

Contact Per	son:	Michelle H	Kowalsky		
Title:		Sr Busines	ss Analyst		
Company:	Acuity	Specialty Products	Inc, d/b/a Zep Ir	nc	
Address:	1310	Seaboard Industria	l Blvd NW		1.1.2.2
City: Atl	anta	State:	Georgia	Zip:	30318
Phone:	877-42	State:	Email:michell	e.kowalsk	y@zep.com

Purchase Orders

Contact Person:	Vickie Bancifort				
Title:	Customer Service	e Represe	entative		
Company:	Zep				-
Address:	1310 Seaboard In	dustrial	Blvd NW		
City:Atlanta	State:	Geor	gia	Zip:	30318
Phone: 877-42	8-9937 ext 47305				
and Marketing					
Contact Person:	Jenifer Dozier				
m. 1	Director				

Sales

0	
Contact Person:	Je
Titles	

Direc	tor			
Zep				
1310 Seaboar	d Industr	ial Blvd	NW	
inta	State:	Georg	jia Zip:	30318
		Email:	jenifer.dozier@z	
	Zep	1310 Seaboard Industr	Zep 1310 Seaboard Industrial Blvd untaState:Georg	Zep 1310 Seaboard Industrial Blvd NW unta State: <u>Georgia</u> Zip:

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.

X Yes No No

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

No

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

Yes No No

Tab 4 - Vendor Profile

Please provide the following information about your company:

- Company's official registered name. Acuity Specialty Products, Inc d/b/a/ Zep Sales & Service
- Brief history of your company, including the year it was established.

Since its beginning in Atlanta, Georgia in 1937, Zep's focus has been to offer customers the widest selection of top---quality industrial cleaning products with superior personal service and professional technical support. 79 years later, Zep continues to do it better than anyone else in the industry and all over the world.

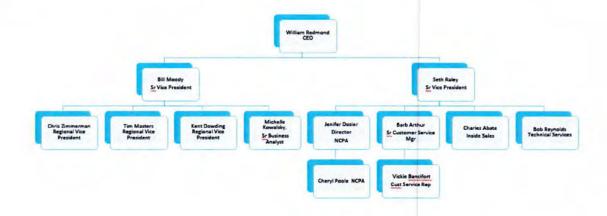
Zep has a solid presence throughout America and in the international marketplace, reaching into every major city and countries around the world on five continents. Certified as an IS09001 & 14001 manufacturer, Zep produces a full line of sanitation and maintenance chemicals for professional use.

More than 3,500 quality products bear the Zep name, including detergents, disinfectants, hand cleaners, degreasers, deodorants, lubricants, and floorfinishes.

Zep services over 300,000 customers in a variety of industries including------ federal and local government, education, automotive, hospitality, food processing, car washing, manufacturing, and institutional. As our partners, Zep customers enjoy the best we have to offer:

- Trained, knowledgeable network of direct Zep Reps throughout theworld
- Widest product line serving diverse industries
- Technical assistance from professional laboratorychemists
- Fast, accurate delivery
- Regulatory and compliance information, including MSDS's, OSHA requirements and Hazardous material disposal procedures
- Company's Dun & Bradstreet (D&B) number. 58-2633373

• Company's organizational chart of those individuals that would be involved in the contract:



• Corporate office location.

Zep Sales & Service 1310 Seaboard Industrial Blvd NW Atlanta, GA 30318

List the number of sales and services offices for states being bid in solicitation.

Offices are located in: Atlanta, Georgia Briengsville, Pennsylvania Cleveland, Ohio Corona, California Desoto, Texas Glendale Heights, Illinois Seattle, Washington

Customer Service and Inside Sales is centrally managed with Customer Services personnel located in multiple locations:

Inside Sales

Charles Abate Inside Sales Manager Phone 877-428-9937 ext 47643

Customer Service

Barb Arthur

Sr. Customer Service Manager Phone – 877-428-9937 ext 44150 Email – <u>barb.arthur@zep.com</u> <u>customer service@zep.com</u> List the names of key contacts at each with title, address, phone and e-mail address.

Atlanta – Angela Coleman, Customer Service Supervisor Email – <u>angela.coleman@zep.com</u> 877-428-9937 ext 47011

- Briengsville-Barb Arthur, Sr Customer Service Manager Email – <u>barb.arthur@zep.com</u> 877-428-9937 ext 44150
- Cleveland– Angela Coleman, Customer Service Supervisor Email – <u>barb.arthur@zep.com</u> 877-428-9937 ext 44150
- **Corona** Michael Fariss, Customer Service Manager Email – <u>michael.fariss@zep.com</u> 877-428-9937 ext 47201
- Desoto Wendi Mott, Customer Service Supervisor Email – <u>wendi.mott@zep.com</u> 877-428-9937 ext 47507

Glendale Heights – Wynter Evans, Customer Service Supervisor Email – <u>barb.arthur@zep.com</u> 877-428-9937 ext 47608

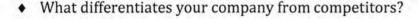
Seattle- Michael Fariss, Customer Service Manager Email - <u>michael.fariss@zep.com</u> 877-428-9937 ext 47201

Define your standard terms of payment.

Net 30 Days

- Who is your competition in the marketplace? Janitorial chemicals and associated non chemical supplies for the b2b market are provided through a variety of different channels. The b2b buyer has a number of choices, including:
 - Locally owned janitorial distributors
 - National paper/janitorial distributors
 - Industrial distributors
 - Retail/shopping clubs
 - Direct manufacturer, e.g. Zep

Taking into consideration the entire facility supplies and chemical portfolio, it is the chemical category that requires the most hands on training and technical service and support. Therefore, we feel that at Zep, we provide a unique customer experience with over 600 direct sales representatives offering training and technical support across the country.



Zep Sales & Service is highly experienced at providing a wide range of high---efficacy maintenance and cleaning solutions to thousands of Public Agencies across the country through a national cooperative purchasing organization. Zep has proven to be an effective supplier over the last five years. Zep has over *600 direct sales representatives and 25 inside sales reps* across the country selling into Public Agencies across all 50 states, plus a regional customer service, manufacturing, and distribution locations. This is in addition to the technical service team who consults with Public Agency employees whenever needed to help to ensure that they are using the specialty chemicals and janitorial supplies safely and effectively.

Zep is committed to providing support that only a manufacturer with a national direct rep model can provide:

- Dedicated personnel
- O Newly established members in management, sales, and internal support
- O 600+ National sales reps in total with technical knowledge
- O Customer training and support on all product
- O Zep direct compliance and technical support on-site, by web, email or phone
- Responsive solution provider
- O Innovative, Quality, high efficacy products
- O National sales coverage, one source supplier
- O Streamlined, effective distribution provider
 - Zep is large enough to purchase direct as well as through wholesalers. Our customers know that we will work to get them the best solution

Zep leverages its total financial commitment to buy direct and to partner with our wholesaler. Together we provide industry leading supply chain/logistics, a broad line assortment with access to ~\$150m in inventory, and innovative analytics/marketing programs to fit requirements of the National Cooperative Purchasing Alliance. This combined team is positioned to provide Region 14 ESC and NCPA with a broad array of high quality products, with a majority of items being delivered timely at the most efficient price.

Describe how your company will market this contract if awarded.

Zep has been managing a marketing and sales strategy over the past several years for the current NCPA Cooperative Purchasing Agreement. In coordination with the launch of the new contract with Region 14 ESC and NCPA, we would plan to refresh our marketing plan, etc. Our updated marketing strategy would specifically reflect the combined goals, messaging, and value.

In addition, our field sales team would continue to drive Public Agency prospects to the website as it helps bring real credibility to our message and overall value proposition.

A typical example in which we transition Public Agencies to the Master Agreement includes the following steps:

- 1. We determine the current level of service they request/require, i.e. in---house sales service or local rep service.
- 2. We then track the results of the initial call by either our inside or outside representative.
- 3. We track progress leading to an initial order.
- 4. Every 6 months we re-evaluate the account to ensure they are maintained at the right level of service, i.e. inside or outside sales representation.
- Describe how you intend to introduce NCPA to your company.

Marketing and selling chemicals, facility supplies, and equipment to public agencies through cooperative purchasing have been Zep's primary go-to-market strategy for over 10 years. In fact, over 600 of our sales team members have gained years of experience selling and servicing public agencies through cooperative purchasing programs. Many tools and processes are already in place and with some enhancements, we can update and prepare the sales team for the launch and implementation of a new agreement through:

- Online training
- Various sales and marketing pieces
- Regional sales meetings hosted by our regional sales leaders

• Ongoing sales webinar training to provide timely updates and to other pertinent news about the program

We have also organized our inside sales team to support our business with public agencies, especially with those smaller agencies that prefer support via phone vs. a local representative.

• Describe your firm's capabilities and functionality of your on-line catalog / ordering website. Zep currently manages an online catalog and ordering website.

Additional background:

Zep can receive orders via EDI Sterling's (IBM) system and Supplier Solutions E-Store Connect product (https://www.zepconnect.com) Telephone orders can be processed in the system by users. Credit or procurement card orders can be submitted by the customer user on the web site, or can be entered/selected by a system user. EDI can be used for "card" based orders where card tokens are already stored in the system and can be defaulted as the

method of payment.

Today Zep has a fully functional SAP 6.0 ERP application that includes order entry, order processing, delivery and billing. Zep partners with Supplier Solutions to utilize the E-Store Connect application which includes punchout using CXML. Zep's customers are currently integrated with multiple partners including Ariba or compatible electronic protocols. We are evaluating a replacement \upgrade to our e-commerce presence.

Zep can create and assign Roles for online users that includes multiple rule sets for rule based approvals, route approvals to appropriate supervisors, route approvals based on dollar threshold, etc.

Zep and Supplier Solutions has integrated with numerous ERP systems and maintains a staff of professionals to continue to provide support for ourcustomers.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) 8:00 am to 8:00pm EST, M-F 877-428-9937 email- customer_service@zep.com

Green Initiatives:

At Zep Inc., we are committed to creating sustainable cleaning products and solutions, not only because it makes sound business sense, but also because diligent environmental stewardship ensures a better quality of life for current and future generations. Our goal is to incorporate sustainability best practices into every facet of our business operations. We work continuously develop processes, products and services that reduce waste and minimize negative environmental impact. At the same time, we are conducting research and refining innovative technologies and solutions that will positively impact the environment far into the future.

Our areas of focus on sustainability are guided by threetenets:

- Listening to our customers. We feel it is our responsibility to help our customers fulfill their need for sustainable cleaning solutions.
- Meeting our own sustainability objectives. Our goal is to create and manufacture high efficacy products without negatively affecting theenvironment.
- Setting an example for others. As a company that manufactures over4,000 products, we have both an opportunity and an obligation to influence others.

Zep has developed an extensive line of products marketed under our own GreenLink and EnviroEdge labels that meet selected criteria for environmentally preferable products, along with products that are approved and certified by third party agencies such as GreenSeal, Ecologo, etc. We have started and will continue to reduce and eliminate APE's and phosphates from many of our product offerings. We actively work with suppliers to evaluate alternative greener raw materials to incorporate into our products. In addition, we use packaging components such as 100% recycled corrugate and HDPE bottles that contain recycled material.

In addition, Zep Inc. is a founding member of the American Chemistry Society Green Chemistry Institute Formulator's Roundtable. Its mission is to be a driving force in the formulated products industry to use green chemistry in creating innovative products that are environmentally responsible. Participation in the roundtable is an example of Zep's commitment to advance the industry toward a more sustainable future. Moreover, it supports the ongoing development of the GreenLink brand product line, helping Zep to meet evolving customer needs.

- 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.

See Appendix B for ISO 9001 and 14001 Certification

- Greenlink: Zep's internal certification meeting designated environmental, health and safety requirements.
- Green Seal
- Ecologo
- CPG (EPA comprehensive procurement guidelines for paper and plastic)

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:
 - Cleaning Supplies Floor and carpet cleaning tools, window cleaning tools, general purpose cleaning tools and accessories.
 - Cleaning Chemicals
 - Dilution Control Cleaning Chemical Systems
 - Floor Finishes and Floor Sealers
 - Wood Floor Cleaning and Maintenance Products
 - Cleaning Equipment
 - Vacuums, floor machines, wet/dry vacuums, sweepers, scrubbers, carpet cleaning machines, restroom cleaning systems and other cleaning equipment
 - Food Service Disposable Products
 - Safety Supplies
 - ➤ Lighting
 - □ Fixtures, lamps, equipment, parts, tools and accessories.
 - Plumbing
 - Fixtures, equipment, parts, tools and accessories.
 - Electrical
 - Fixtures, equipment, parts, tools and accessories.
 - Heating, Ventilating and Air Conditioning
 - Equipment, parts, tools and accessories.
 - ➤ Hand Tools
 - Power Tools
 - Office Supplies Ø

Office Furniture Ø

Automotive

- Parts, Cleaning Supplies, Tools
- Building Materials Ø
- Clothing & Apparel Ø

Doors & Windows

- Hardware and Accessories
- Electrical
- Lawn & Garden
- Paint & Painting Supplies
- Storage and Organization

CATEGORY 1: CHEMICALS

Air care and odor control, carpet care chemicals, chemical management systems, disinfectants/pest control, floor care chemicals, general purpose chemicals, glass cleaners, industrial and bench maintenance chemicals, institutional products, polishes, restroom cleaners, specialty chemicals, and other miscellaneous cleaningchemicals.

Category	Overview
Chemical Management	Safe2Dose [™] Chemicals Safe2Dose Equipment • Safe2Dose Modular Wall-mounted System • Safe2Dose Portable System
Cleaners & Degreasers	Cleaners & Degreasers Water Based Products Solvent Based Products Specialty Cleaners
Restroom Care	Bathroom Sanitation Products Glass Care
Hand Care	Industrial Handcare Handcare Front of House Food Application Handcare Hand Sanitizing
Disinfectants	Disinfectants cleaners, sanitizers
Floor Care	Floor Sealer Floor Finish Floor Stripper Restorer Products Maintenance Products Carpet Care Concrete Floor Care
Lubricants & Penetrants	Industrial Greases Dry Film Lubricants Penetrants and Lubricants
Grounds, Building & Equipment Maintenance	Ice Melt Metalworking Graffiti Removal Paint Removal Absorbents Pesticides and Herbicides Parts Washing Chemicals Protective Coatings
Odor Control	Air Care Deodorants and Odor Control Portable Toilet Deodorants
Laundry Products	Detergents & Alkaline Boosters Destaining Products Softener & Sour Products Stain Remover & Specialty Products
Automotive\Transportation	High pH Presoaks/Detergents Low pH Presoaks

Automotive\Transportation (cont)	Shampoos Drying Agents/Sealers Protectants and Polishes Powdered Detergents Tire Dressings/Vinyl Dressings Wheel and Tire Cleaners Asphalt Release Agents Detailing and Other Extras Underbody Protection Vehicle Care - Other Brake Cleaners Aircraft Cleaning Concrete Truck Cleaning
Food Retail / Processing & Food Service	Alkaline Cleaners Acid Cleaners Sanitizers Lubricants Specialty
Food Service	Warewash Cleaners Oven Cleaning

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.
- 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

Zep Chemical 38% discount from Zep List Non Chemical 25% discount from Zep List

 Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

See enclosed Flash Drive

- 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.

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 alue to this contract for Region 14 ESC and all NCPA participating entries.

Returns:

General Process Description

This policy describes the procedures to use when requesting a return authorization. It details the information that is required for processing the request, as well as limitations on what can be returned to our distribution centers and branches. Please take a moment to review this policy so you are familiar with its requirements and can effectively communicate the pertinent details to yourcustomers.

Detailed Process Steps

The first step in the return process is to contact Customer Service or the Rep Service Center. All return requests must be submitted to customer service / rep service center with the following information in order to be processed. These requests can be made via phone, email or fax. Upon receiving the information below, customer service will provide an RMA (Return Material Authorization) number.

- 1. Customer name
- 2. Customer account number
- 3. Contact Name and phone number
- 4. Invoice # of Product to be returned
- 5. Product to be returned to include name, size, quantity, etc.
- 6. Batch code if chemical product
- 7. Reason for return
 - a. Is the product defective?
 - b. Has an analytical sample kit been sent to the customer?

RETURN LIMITATIONS

Generally most products can be returned but there are certain limitations where a product is not eligible for return.

- 1. Purchase in last 90 days. The customer has 90 days from the date of sale to request a return.
- 2. <u>New Condition</u>. Product must be in new resellable condition. If product is dirty, damaged or otherwise in less than new condition it will not be approved for return.
- Product cannot be opened. Chemical products that have been opened are not eligible for return. Per company environmental policy open products are considered hazardous waste. Exceptions to this are those products where a QC Alert has been issued or a sample was submitted to our lab confirming it is off spec due to manufacturing issues. Analytical Sample Kits (958700) are available at no cost for taking a

sample and submitting to the lab.

- 4. <u>Expiration Date</u>. Product cannot be past its expiration date or older than 12 months whichever is applicable. An example is a product containing bleach which has a 6 month shelf life.
- 5. <u>Confirmed Non Conformance issue</u>. Any confirmed non conformance due to product quality is authorized to be returned.
- 6. <u>Sales Reps picking up a return and rebilling to another Customer</u>: For reps picking up a return from one customer and delivering to another customer in order to credit the original customer and rebill the new customer, RSC will only process the rebill if it is within 90 days of the original sale.

Once the above information has been validated the customer service will prepare the call tags, contact the appropriate carrier to request the pickup, and forward the RMA information and appropriate shipping documentation to the carrier.

Please note that customers and sales reps are not allowed under any circumstances to bypass the above procedures; this includes dropping off product at the branch or arranging a return with a carrier. The authorization for a return rests with Customer Service. All unauthorized returns to the distribution center or branch may be refused, returned to the customer, or accepted into stock with no credit to be issued.

Back orders:

We don't cancel the order or require a reorder if our field rep chooses to allow the order to hold, in which case it is then held until the product becomes available.

Restocking charges:

• No restocking charges within first 30 days or after for Zepproducts

Technical support:

Cooperative purchasing customers have a process to address technical issues with their direct sales rep. If an issue needs to be elevated, the customer will be supported by Zep technical service (TS) or our inhouse Research and Development lab. Our TS group is staffed with chemists to address any customer issue. Between our TS group and R&D department, our senior employees average 25 years with Zep.

Quality assurance:

Zep is an ISO 9001:2008 certified company. As such, we have a quality manual and a quality policy to form the backbone of our Quality System. We perform internal quality audits of each department once per year ind we have annual audits conducted by our registrar. We have a process in place to segregate non--- conforming products as well as a corrective action process.

We check key incoming raw materials and provide in-process and finished batch

testing. All batches are tested by our QC Chemists to ensure that the products meet our quality specifications. No products are packaged until QC approval is given. Plant operators perform quality inspections during packaging, including first piece inspection followed by hourly checks for quality 'tributes including weights, cap removal torques, bottle, cap, label, case quality attributes, and leaktesting.

Problem escalation process:

We have a corrective action process in place. Our CAR process is used for product disposals, customer complaints, Quality Alerts/Recalls, incidents or problems in the plant.

The CAR process uses a form that utilizes 5 steps.

Step 1 is a description of the problem.

Step 2 is a short term corrective action to "fix" the immediate problem at hand.

Step 3 is a root cause analysis.

Step 4 is a long term corrective action.

Step 5 is follow---up verification that the corrective action taken has been effective.

Escalation:

Each customer complaint is investigated. Each quarter QC generates a Pareto chart of the complaints for the previous quarter and creates a CAR so that the root cause of the problems can be determined and fixed.

Another example is a Supplier Corrective Action. If there is an issue with a raw material, chemical or packaging, we contact the vendor to let them know about the issue. If it is something that can be easily handled and fixed, no CAR will be issued. If for some reason we are not able to get the problem resolved we escalate the issue to our Global Sourcing group to work with the vendor.

Customer complaints/resolution:

Customer complaints are entered through Zep's Technical Services group. The complaint information is sent to QC, R&D, and others. Retained samples of batches are checked within 24 hours and a report is made. If there is a packaging issue it will also be investigated. The information is entered into a database which is maintained by QC. As mentioned in the previous question, the database is used to generate the Pareto chart for the implementation of CAR's each quarter.

Generally, we group the complaints by product name and/ornumber.

Sourcing:

Capability of sourcing products from non-catalog suppliers and from line card extensions of catalog suppliers.

With our dedicated marketing team, manufacturing capabilities and strategic supplier partnerships Zep reviews the product line quarterly for any new program updates. Zep will add additional products and promotions for Region 14 ESC and NCPA customers when new products are launched.

New product communications and promotions will be provided to our Ecommerce customers, sales reps, Region 14 ESC and the NCPA.

Equipment training will also be made available to Region 14 ESC and NCPAcustomers.

Our partnership with LagasseSweet will allow us to broaden the scope of the contract into the following categories: Office Products, Technology and Maintenance Repair and Operation (MRO). This partnership would provide a comprehensive one stop shopping solution to all NCPA customers.

Greenlink Program:

Zep's "Greenlink Program" has been specifically designed to help customers achieve LEED EBOM certification. For those organizations not pursuing certification, it helps them implement green cleaning and maintenance "best practices" to create healthy, safe, and vibrant work and study environments. The Greenlink Program includes:

- Green building audit
- Products & equipment audit
- Staff green cleaning training w/ workbooks
- Green cleaning Standard Operating Procedures
- Marketing Communications Program to promote implementation
- LEED point guide

Zep's Total Cost of Ownership Audit:

The Zep TCO audit is a thorough and comprehensive program to help identify areas for potential cost savings within our customers chemical supply regimen. It is a value added program we offer to Public Agencies participating in the Master Agreement. The audit analyzes each product category by product application, cleaning efficacy, suggested usage rates, and application dilution suggestions if any. The end result is a detailed spreadsheet/report which identifies potential annual savings by product within each product category. Not shown are the series of spreadsheets that support the program.

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

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	Zep
Print Name	William Redmand JR.
Address	1310 Scaboard Industrial Blud NW
City, Sate, Zip	Atlanta, 6A 30318
Authorized signature	ar
Date	3/25/10

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 statues 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 3/25/16

Date

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	Acuity Specialty Products Inc, d/b/a Zep Inc	
Address	1310 Seaboard Industrial Blvd NW	
City/State/Zip	Atlanta, GA 30318	
Telephone No.	404 - 603 - 7809	
Fax No.	866 - 393 - 7329	
Email address	bill. Redmond @ zepinc. com	
Printed name	William Redmand JR	
Position with company	CEO	
Authorized signature	11	
	7	

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:

- 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:
 - 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 play 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 72 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 agencies 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 contactor 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) <u>Maintain</u> all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) <u>Permit</u> any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- <u>Non-discrimination</u>. 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.
- Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. <u>Race, Color, Creed, National Origin, Sex</u>. 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 <u>et seq.</u>, 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. <u>Age</u>. 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. <u>Disabilities</u>. 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. <u>Segregated Facilities</u>. 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) <u>Sanctions of Non-Compliance</u>. 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.

 <u>Non-Discrimination Assurances</u>. 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 applicablerequirements 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) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

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

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

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

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

- CURRY COUNTY OREGON 8
- 9 DESCHUTES COUNTY
- 10 DOUGLAS COUNTY
- 11 **GILLIAM COUNTY**
- 12 GILLIAM COUNTY OREGON
- 13 GRANT COUNTY, OREGON
- HARNEY COUNTY SHERIFFS OFFICE 14
- 15 HOOD RIVER COUNTY
- HOUSING AUTHORITY OF CLACKAMAS COUNTY 16 JACKSON COUNTY HEALTH AND HUMAN SERVICES
- 17
- 18 JEFFERSON COUNTY
- KLAMATH COUNTY VETERANS SERVICE OFFICE 19
- 20 LAKE COUNTY
- 21 LANE COUNTY
- 22 LINCOLN COUNTY
- 23 LINN COUNTY
- MARION COUNTY, SALEM, OREGON 24
- 25 MORROW COUNTY
- 26 MULTNOMAH COUNTY
- 27 MULTNOMAH COUNTY
- 28 MULTNOMAH LAW LIBRARY
- 29 NAMI LANE COUNTY
- 30 POLK COUNTY
- 31 SHERMAN COUNTY
- 32 UMATILLA COUNTY, OREGON
- 33 UNION COUNTY
- 34 WALLOWA COUNTY
- 35 WASCO COUNTY
- 36 WASHINGTON COUNTY
- 37 YAMHILL COUNTY
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

No. **Higher Education**

- 1 BIRTHINGWAY COLLEGE OF MIDWIFERY
- BLUE MOUNTAIN COMMUNITY COLLEGE 2
- CENTRAL OREGON COMMUNITY COLLEGE 3
- CHEMEKETA COMMUNITY COLLEGE 4
- 5 CLACKAMAS COMMUNITY COLLEGE
- 6 COLUMBIA GORGE COMMUNITY COLLEGE
- 7 GEORGE FOX UNIVERSITY
- KLAMATH COMMUNITY COLLEGE DISTRICT 8
- 9 LANE COMMUNITY COLLEGE
- 10 LEWIS AND CLARK COLLEGE
- 11 LINFIELD COLLEGE
- LINN-BENTON COMMUNITY COLLEGE 12
- 13 MARYLHURST UNIVERSITY
- 14 MT. HOOD COMMUNITY COLLEGE
- 15 MULTNOMAH BIBLE COLLEGE
- NATIONAL COLLEGE OF NATURAL MEDICINE 16
- 17 NORTHWEST CHRISTIAN COLLEGE
- OREGON HEALTH AND SCIENCE UNIVERSITY 18
- **OREGON UNIVERSITY SYSTEM** 19
- 20 PACIFIC UNIVERSITY
- PORTLAND COMMUNITY COLLEGE 21
- 22 PORTLAND STATE UNIV.
- 23 REED COLLEGE
- 24 ROGUE COMMUNITY COLLEGE
- 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
- 26 TILLAMOOK BAY COMMUNITY COLLEGE
- 27 UMPQUA COMMUNITY COLLEGE
- 28 WESTERN STATES CHIROPRACTIC COLLEGE
- 29 WILLAMETTE UNIVERSITY
- ARGOSY UNIVERSITY 1
- BRIGHAM YOUNG UNIVERSITY HAWAII 2
- 3 COLLEGE OF THE MARSHALL ISLANDS
- RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII 4
- 5 UNIVERSITY OF HAWAII AT MANOA
- No. K - 12
- ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL 1
- 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

BAKER SCHOOL DISTRICT 5-J 3 BANDON SCHOOL DISTRICT 5 BANKS SCHOOL DISTRICT 6 BEAVERTON SCHOOL DISTRICT **BEND / LA PINE SCHOOL DISTRICT BEND-LA PINE SCHOOL DISTRICT** BROOKING HARBOR SCHOOL DISTRICT NO.17-C 10 CANBY SCHOOL DISTRICT 11 CANYONVILLE CHRISTIAN ACADEMY 12 CASCADE SCHOOL DISTRICT 13 CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT 14 15 CENTRAL CATHOLIC HIGH SCHOOL 16 CENTRAL POINT SCHOOL DISTRICT NO. 6 17 CENTRAL SCHOOL DISTRICT 13J 18 CLACKAMAS EDUCATION SERVICE DISTRICT 19 COOS BAY SCHOOL DISTRICT 20 COOS BAY SCHOOL DISTRICT NO.9 21 COQUILLE SCHOOL DISTRICT 8 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29 23 CRESWELL SCHOOL DISTRICT 24 CROSSROADS CHRISTIAN SCHOOL 25 CULVER SCHOOL DISTRICT NO. 26 DALLAS SCHOOL DISTRICT NO. 2 27 DAVID DOUGLAS SCHOOL DISTRICT 28 DAYTON SCHOOL DISTRICT NO.8 29 DE LA SALLE N CATHOLIC HS **DESCHUTES COUNTY SD NO.6 - SISTERS SD** 30 31 DOUGLAS COUNTY SCHOOL DISTRICT 116 32 DOUGLAS EDUCATION SERVICE DISTRICT 33 DUFUR SCHOOL DISTRICT NO.29 34 **ELKTON SCHOOL DISTRICT NO.34** 35 ESTACADA SCHOOL DISTRICT NO.108 FOREST GROVE SCHOOL DISTRICT 36 37 **GASTON SCHOOL DISTRICT 511J** 38 GEN CONF OF SDA CHURCH WESTERN OR 39 GLADSTONE SCHOOL DISTRICT 40 GLENDALE SCHOOL DISTRICT 41 GLIDE SCHOOL DISTRICT NO.12 42 **GRANTS PASS SCHOOL DISTRICT 7** 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT 44 GRESHAM-BARLOW SCHOOL DISTRICT 45 HARNEY COUNTY SCHOOL DIST. NO.3 46 HARNEY EDUCATION SERVICE DISTRICT 47 HEAD START OF LANE COUNTY 48 HERITAGE CHRISTIAN SCHOOL 49 HIGH DESERT EDUCATION SERVICE DISTRICT 50 HOOD RIVER COUNTY SCHOOL DISTRICT 51 JACKSON CO SCHOOL DIST NO.9 52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J 53 JEFFERSON SCHOOL DISTRICT 54 KLAMATH FALLS CITY SCHOOLS 55 LA GRANDE SCHOOL DISTRICT 56 LAKE OSWEGO SCHOOL DISTRICT 7J 57 LANE COUNTY SCHOOL DISTRICT 4J 58 LANE COUNTY SCHOOL DISTRICT 69 59 LEBANON COMMUNITY SCHOOLS NO.9 60 LINCOLN COUNTY SCHOOL DISTRICT 61 LINN CO. SCHOOL DIST. 95C - SCIO SD 62 LOST RIVER JR/SR HIGH SCHOOL 63 LOWELL SCHOOL DISTRICT NO.71 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES 65 MCMINNVILLE SCHOOL DISTRICT NO.40 66 MEDFORD SCHOOL DISTRICT 549C 67 MITCH CHARTER SCHOOL 68 MOLALLA RIVER ACADEMY 69 MOLALLA RIVER SCHOOL DISTRICT NO.35 70 MONROE SCHOOL DISTRICT NO.1J 71 MORROW COUNTY SCHOOL DISTRICT 72 MT. ANGEL SCHOOL DISTRICT NO.91

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- 73 MT.SCOTT LEARNING CENTERS
- 74 MULTISENSORY LEARNING ACADEMY

MULTNOMAH EDUCATION SERVICE DISTRICT 75 MYRTLE POINT SCHOOL DISTRICT NO.41 76 77 NEAH-KAH-NIE DISTRICT NO.56 NESTUCCA VALLEY SCHOOL DISTRICT NO.101 78 79 NOBEL LEARNING COMMUNITIES 80 NORTH BEND SCHOOL DISTRICT 13 81 NORTH CLACKAMAS SCHOOL DISTRICT 82 NORTH SANTIAM SCHOOL DISTRICT 29J 83 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH 84 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT 85 NYSSA SCHOOL DISTRICT NO. 26 86 ONTARIO MIDDLE SCHOOL 87 **OREGON TRAIL SCHOOL DISTRICT NO.46** 88 OUR LADY OF THE LAKE SCHOOL 89 PHILOMATH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NO.4 90 91 PORTLAND ADVENTIST ACADEMY 92 PORTLAND JEWISH ACADEMY 93 PORTLAND PUBLIC SCHOOLS 94 RAINIER SCHOOL DISTRICT 95 REDMOND SCHOOL DISTRICT 96 REEDSPORT SCHOOL DISTRICT 97 REYNOLDS SCHOOL DISTRICT 98 ROGUE RIVER SCHOOL DISTRICT NO.35 99 ROSEBURG PUBLIC SCHOOLS 100 SALEM-KEIZER PUBLIC SCHOOLS 101 SCAPPOOSE SCHOOL DISTRICT 1J SEASIDE SCHOOL DISTRICT 10 102 103 SEVEN PEAKS SCHOOL 104 SHERWOOD SCHOOL DISTRICT 88J 105 SILVER FALLS SCHOOL DISTRICT 106 SIUSLAW SCHOOL DISTRICT 107 SOUTH COAST EDUCATION SERVICE DISTRICT 108 SOUTH LANE SCHOOL DISTRICT 45J3 109 SOUTHERN OREGON EDUCATION SERVICE DISTRICT SOUTHWEST CHARTER SCHOOL 110 SPRINGFIELD SCHOOL DISTRICT NO.19 111 STANFIELD SCHOOL DISTRICT 112 SWEET HOME SCHOOL DISTRICT NO.55 113 THE CATLIN GABEL SCHOOL 114 115 TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA-MORROW ESD 116 117 **VERNONIA SCHOOL DISTRICT 47J** 118 WEST HILLS COMMUNITY CHURCH 119 WEST LINN WILSONVILLE SCHOOL DISTRICT 120 WHITEAKER MONTESSORI SCHOOL 121 YONCALLA SCHOOL DISTRICT NO.32 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC. 1 2 EMMANUAL LUTHERAN SCHOOL 3 HANAHAU'OLI SCHOOL 4 HAWAII TECHNOLOGY ACADEMY 5 ISLAND SCHOOL KAMEHAMEHA SCHOOLS 6 7 KE KULA O S. M. KAMAKAU 8 MARYKNOLL SCHOOL 9 PACIFIC BUDDHIST ACADEMY No. Nonprofit & Other 1 2111NFO 2 ACUMENTRA HEALTH ADDICTIONS RECOVERY CENTER, INC 3 4 ALLFOURONE/CRESTVIEW CONFERENCE CTR. ALVORD-TAYLOR INDEPENDENT LIVING SERVICES 5 6 ALZHEIMERS NETWORK OF OREGON 7 ASHLAND COMMUNITY HOSPITAL 8 ATHENA LIBRARY FRIENDS ASSOCIATION 9 BARLOW YOUTH FOOTBALL 10 BAY AREA FIRST STEP, INC. BENTON HOSPICE SERVICE 11 12 BETHEL CHURCH OF GOD 13 **BIRCH COMMUNITY SERVICES, INC.** 14 BLACHLY LANE ELECTRIC COOPERATIVE

15 **BLIND ENTERPRISES OF OREGON**

- BONNEVILLE ENVIRONMENTAL FOUNDATION 16 17 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA 18 BROAD BASE PROGRAMS INC. CANBY FOURSOUARE CHURCH 20 CANCER CARE RESOURCES 21 CASCADIA BEHAVIORAL HEALTHCARE 22 CASCADIA REGION GREEN BUILDING COUNCIL 23 CATHOLIC CHARITIES 24 CATHOLIC COMMUNITY SERVICES 25 CENTER FOR RESEARCH TO PRACTICE CENTRAL BIBLE CHURCH 27 CENTRAL CITY CONCERN 28 CENTRAL DOUGLAS COUNTY FAMILY YMCA 29 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK 30 CHILDPEACE MONTESSORI 31 **CITY BIBLE CHURCH** 32 CLACKAMAS RIVER WATER 33 CLASSROOM LAW PROJECT 34 COAST REHABILITATION SERVICES COLLEGE HOUSING NORTHWEST COLUMBIA COMMUNITY MENTAL HEALTH COMMUNITY ACTION ORGANIZATION
- 37
- 38 COMMUNITY ACTION TEAM, INC. 39 COMMUNITY CANCER CENTER

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- COMMUNITY HEALTH CENTER, INC 41 COMMUNITY VETERINARY CENTER
- 42 CONFEDERATED TRIBES OF GRAND RONDE
- 43 CONSERVATION BIOLOGY INSTITUTE
- 44 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
- 45 CORVALLIS MOUNTAIN RESCUE UNIT
- 46 COVENANT CHRISTIAN HOOD RIVER
- 47 COVENANT RETIREMENT COMMUNITIES
- 48 DECISION SCIENCE RESEARCH INSTITUTE, INC.
- 49 DELIGHT VALLEY CHURCH OF CHRIST
- 50 DOGS FOR THE DEAF, INC.
- DOUGLAS ELECTRIC COOPERATIVE, INC. 51
- 52 EAST HILL CHURCH
- 53 EAST SIDE FOURSOUARE CHURCH
- 54 EAST WEST MINISTRIES INTERNATIONAL
- 55 EDUCATIONAL POLICY IMPROVEMENT CENTER
- 56 ELMIRA CHURCH OF CHRIST
- 57 EMERALD PUD
- 58 EMMAUS CHRISTIAN SCHOOL
- 59 EN AVANT, INC.
- 60 ENTERPRISE FOR EMPLOYMENT AND EDUCATION
- 61 EUGENE BALLET COMPANY
- 62 EUGENE SYMPHONY ASSOCIATION, INC.
- 63 **EUGENE WATER & ELECTRIC BOARD**
- 64 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
- 65 FAIR SHARE RESEARCH AND EDUCATION FUND
- 66 FAITH CENTER
- 67 FAITHFUL SAVIOR MINISTRIES
- 68 FAMILIES FIRST OF GRANT COUNTY, INC.
- 69 FANCONI ANEMIA RESEARCH FUND INC.
- 70 FARMWORKER HOUISNG DEV CORP
- 71 FIRST CHURCH OF THE NAZARENE
- 72 FIRST UNITARIAN CHURCH
- 73 FORD FAMILY FOUNDATION
- 74 FOUNDATIONS FOR A BETTER OREGON
- 75 FRIENDS OF THE CHILDREN
- 76 GATEWAY TO COLLEGE NATIONAL NETWORK
- 77 GOAL ONE COALITION
- 78 GOLD BEACH POLICE DEPARTMENT
- 79 GOOD SHEPHERD COMMUNITIES
- 80 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
- 81 **GRANT PARK CHURCH**
- 82 **GRANTS PASS MANAGEMENT SERVICES, DBA**
- 83 GREATER HILLSBORO AREA CHAMBER OF COMMERCE
- 84 HALFWAY HOUSE SERVICES, INC.
- 85 HEARING AND SPEECH INSTITUTE INC
- 86 HELP NOW! ADVOCACY CENTER
- 87 HIGHLAND HAVEN

88 HIGHLAND UNITED CHURCH OF CHRIST 89 HIV ALLIANCE, INC. HOUSING AUTHORITY OF LINCOLN COUNTY 90 91 HOUSING AUTHORITY OF PORTLAND 92 HOUSING NORTHWEST INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON 93 94 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION 95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION 96 IRCO 97 JASPER MOUNTAIN JUNIOR ACHIEVEMENT 98 KLAMATH HOUSING AUTHORITY 99 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER 100 101 LA GRANDE UNITED METHODIST CHURCH LANE ELECTRIC COOPERATIVE 102 103 LANE MEMORIAL BLOOD BANK 104 LANECO FEDERAL CREDIT UNION 105 LAUREL HILL CENTER 106 LIFEWORKS NW 107 LIVING WAY FELLOWSHIP 108 LOAVES & FISHES CENTERS, INC. 109 LOCAL GOVERNMENT PERSONNEL INSTITUTE 110 LOOKING GLASS YOUTH AND FAMILY SERVICES 111 MACDONALD CENTER 112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC. 113 METRO HOME SAFETY REPAIR PROGRAM 114 METROPOLITAN FAMILY SERVICE MID COLUMBIA COUNCIL OF GOVERNMENTS 115 116 MID-COLUMBIA CENTER FOR LIVING MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC 117 118 MORNING STAR MISSIONARY BAPTIST CHURCH MORRISON CHILD AND FAMILY SERVICES 119 MOSAIC CHURCH 120 NATIONAL PSORIASIS FOUNDATION 121 122 NATIONAL WILD TURKEY FEDERATION NEW AVENUES FOR YOUTH INC. 123 NEW BEGINNINGS CHRISTIAN CENTER 124 NEW HOPE COMMUNITY CHURCH 125 NEWBERG FRIENDS CHURCH 126 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY 127 NORTHWEST FOOD PROCESSORS ASSOCIATION 128 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE 129 130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY 131 NORTHWEST YOUTH CORPS 132 OCHIN 133 OHSU FOUNDATION 134 OLIVET BAPTIST CHURCH 135 OMNIMEDIX INSTITUTE 136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC. 137 **OREGON BALLET THEATRE** 138 OREGON CITY CHURCH OF THE NAZARENE 139 OREGON COAST COMMUNITY ACTION 140 **OREGON DEATH WITH DIGNITY** 141 **OREGON DONOR PROGRAM** 142 **OREGON EDUCATION ASSOCIATION** 143 **OREGON ENVIRONMENTAL COUNCIL** OREGON MUSUEM OF SCIENCE AND INDUSTRY 144 145 OREGON PROGRESS FORUM 146 **OREGON REPERTORY SINGERS** OREGON STATE UNIVERSITY ALUMNI ASSOCIATION 147 148 **OREGON SUPPORTED LIVING PROGRAM** 149 OSLC COMMUNITY PROGRAMS 150 OUTSIDE IN 151 OUTSIDE IN 152 PACIFIC CASCADE FEDERAL CREDIT UNION 153 PACIFIC FISHERY MANAGEMENT COUNCIL PACIFIC INSTITUTES FOR RESEARCH 154 155 PACIFIC STATES MARINE FISHERIES COMMISSION PARALYZED VETERANS OF AMERICA 156 157 PARTNERSHIPS IN COMMUNITY LIVING, INC. 158 PENDLETON ACADEMIES 159 PENTAGON FEDERAL CREDIT UNION

PLANNED PARENTHOOD OF SOUTHWESTERN OREGON 160 PORT CITY DEVELOPMENT CENTER 161 PORTLAND ART MUSEUM 162 163 PORTLAND BUSINESS ALLIANCE 164 PORTLAND HABILITATION CENTER, INC. 165 PORTLAND SCHOOLS FOUNDATION 166 PORTLAND WOMENS CRISIS LINE 167 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND 168 PRINGLE CREEK SUSTAINABLE LIVING CENTER 169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC. 170 QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC. 171 **REBUILDING TOGETHER - PORTLAND INC.** 172 **REGIONAL ARTS AND CULTURE COUNCIL** 173 RELEVANT LIFE CHURCH 174 **RENEWABLE NORTHWEST PROJECT** 175 ROGUE FEDERAL CREDIT UNION 176 ROSE VILLA, INC. 177 SACRED HEART CATHOLIC DAUGHTERS 178 SAIF CORPORATION 179 SAINT ANDREW NATIVITY SCHOOL 180 SAINT CATHERINE OF SIENA CHURCH 181 SAINT JAMES CATHOLIC CHURCH 182 SALEM ALLIANCE CHURCH SALEM ELECTRIC 183 184 SALMON-SAFE INC. 185 SCIENCEWORKS 186 SE WORKS SECURITY FIRST CHILD DEVELOPMENT CENTER 187 188 SELF ENHANCEMENT INC. 189 SERENITY LANE 190 SEXUAL ASSAULT RESOURCE CENTER 191 SEXUAL ASSAULT RESOURCE CENTER 192 SHELTERCARE SHERIDAN JAPANESE SCHOOL FOUNDATION 193 194 SHERMAN DEVELOPMENT LEAGUE, INC. 195 SILVERTON AREA COMMUNITY AID SISKIYOU INITIATIVE 196 197 SMART 198 SOCIAL VENTURE PARTNERS PORTLAND 199 SOUTH COAST HOSPICE, INC. SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE 200 201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC. 202 SOUTHERN OREGON HUMANE SOCIETY 203 SPARC ENTERPRISES 204 SPIRIT WIRELESS 205 SPONSORS, INC. 206 SPOTLIGHT THEATRE OF PLEASANT HILL 207 SPRINGFIELD UTILITY BOARD 208 ST VINCENT DE PAUL 209 ST. ANTHONY CHURCH 210 ST. ANTHONY SCHOOL ST. MARYS OF MEDFORD, INC. 211 212 ST. VINCENT DEPAUL OF LANE COUNTY 213 STAND FOR CHILDREN 214 STAR OF HOPE ACTIVITY CENTER INC. 215 SUMMIT VIEW COVENANT CHURCH 216 SUNNYSIDE FOURSQUARE CHURCH 217 SUNRISE ENTERPRISES 218 SUSTAINABLE NORTHWEST 219 **TENAS ILLAHEE CHILDCARE CENTER** 220 THE EARLY EDUCATION PROGRAM, INC. 221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC. 222 THE NEXT DOOR 223 THE OREGON COMMUNITY FOUNDATION 224 THE SALVATION ARMY - CASCADE DIVISION 225 TILLAMOOK CNTY WOMENS CRISIS CENTER 226 TILLAMOOK ESTUARIES PARTNERSHIP 227 TOUCHSTONE PARENT ORGANIZATION 228 TRAILS CLUB 229 TRAINING EMPLOYMENT CONSORTIUM

230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

- TRILLIUM FAMILY SERVICES, INC. 231 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION 233 UNION GOSPEL MISSION 234 UNITED CEREBRAL PALSY OF OR AND SW WA UNITED WAY OF THE COLUMBIA WILLAMETTE 235 236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES US FISH AND WILDLIFE SERVICE 237 238 USAGENCIES CREDIT UNION VERMONT HILLS FAMILY LIFE CENTER 239 VIRGINIA GARCIA MEMORIAL HEALTH CENTER 240 241 VOLUNTEERS OF AMERICA OREGON 242 WE CARE OREGON WESTERN RIVERS CONSERVANCY 243 244 WESTERN STATES CENTER 245 WESTSIDE BAPTIST CHURCH WILD SALMON CENTER 246 247 WILLAMETTE FAMILY 248 WILLAMETTE VIEW INC. 249 WOODBURN AREA CHAMBER OF COMMERCE WORD OF LIFE COMMUNITY CHURCH 250 251 WORKSYSTEMS INC YOUTH GUIDANCE ASSOC. 252 253 YWCA SALEM ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA 1 2 ALOHACARE AMERICAN LUNG ASSOCIATION 3 4 **BISHOP MUSEUM** BUILDING INDUSTRY ASSOCIATION OF HAWAII 5 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST EAH, INC. 7 8 EASTER SEALS HAWAII GOODWILL INDUSTRIES OF HAWAII, INC. 9 10 HABITAT FOR HUMANITY MAUI 11 HALE MAHAOLU 12 HAROLD K.L. CASTLE FOUNDATION HAWAII AGRICULTURE RESEARCH CENTER 13 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 MAUL COUNTY FCU 21 MAUI ECONOMIC DEVELOPMENT BOARD MAUI ECONOMIC OPPORTUNITY, INC. 22 23 MAUI FAMILY YMCA 24 NA HALE O MAUI 25 NA LEI ALOHA FOUNDATION NETWORK ENTERPRISES, INC. 26 27 **ORI ANUENUE HALE, INC.** 28 PARTNERS IN DEVELOPMENT FOUNDATION 29 POLYNESIAN CULTURAL CENTER 30 PUNAHOU SCHOOL 31 ST. THERESA CHURCH WAIANAE COMMUNITY OUTREACH 32 33 WAILUKU FEDERAL CREDIT UNION YMCA OF HONOLULU 34 Special/Independent Districts No. BAY AREA HOSPITAL DISTRICT 1 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL 2 CENTRAL OREGON IRRIGATION DISTRICT 3 4 CHEHALEM PARK AND RECREATION DISTRICT CITY COUNTY INSURANCE SERVICES 5 6 CLEAN WATER SERVICES COLUMBIA 911 COMMUNICATIONS DISTRICT 7
- 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 DISTRCT #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 OR INT'L PORT OF COOS BAY 30 31 PORT OF ST HELENS 32 PORT OF UMPOUA REGIONAL AUTOMATED INFORMATION NETWORK 33 34 **RIVERGROVE WATER DISTRICT** 35 SALEM AREA MASS TRANSIT DISTRICT SANDY FIRE DISTRICT NO. 72 36 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 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT 45 46 WEST VALLEY HOUSING AUTHORITY 47 WILLAMALANE PARK AND RECREATION DISTRICT YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT 48 No. **State Agencies** BOARD OF MEDICAL EXAMINERS 1 OFFICE OF MEDICAL ASSISTANCE PROGRAMS 2 3 OFFICE OF THE STATE TREASURER 4 **OREGON BOARD OF ARCHITECTS** OREGON CHILD DEVELOPMENT COALITION 5 6 OREGON DEPARTMENT OF EDUCATION 7 OREGON DEPARTMENT OF FORESTRY 8 **OREGON DEPT OF TRANSPORTATION** OREGON DEPT. OF EDUCATION 9 10 **OREGON LOTTERY OREGON OFFICE OF ENERGY** 11 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
- HAWAII CHILD SUPPORT ENFORCEMENT AGENCY 2
- 3 HAWAII HEALTH SYSTEMS CORPORATION
- 4 SOH-JUDICIARY CONTRACTS AND PURCH
- 5 STATE DEPARTMENT OF DEFENSE
- STATE OF HAWAII 6
- 7 STATE OF HAWAII
- 8 STATE OF HAWAII, DEPT. OF EDUCATION

Tab 10 – Appendix A

Equipment 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. We can usually respond in 24 48 hours for repair. We are subject to supplier addressing but usually handle within that time frame.
- I Availability of replacement parts Most parts can be shipped same day if order received by 1:00PM
- In the second second
- o 22 Detailed information as to proposed return policy on all equipment
- It is the customer responsibility to get the unit to the nearest Zep location or service center. Many times branches pay for this depending on the account size. This is included in the warranty I have provided.
- o The policy is found on <u>www.zequipment.com</u>

ABS Quality Evaluations Certificate Of Conformance

This is to certify that the Quality Management System of:

Zep Inc. 1310 Seaboard Industrial Blvd.

Atlanta, GA 30318

U.S.A.

has been assessed by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by:

ISO 9001:2008

The Quality Management System is applicable to:

DEVELOPMENT AND MANUFACTURE OF SPECIALTY CHEMICALS

Certificate No: Original Certification Date: Effective Date: Expiration Date: Revision Date: 31210 02 May 1995 09 May 2013

17 May 2016

09 May 2013

insulto

Alex Weisselberg, President



Validity of this certificate is based on the periodic audits of the management system defined by the above scope and is contingent upon prompt, written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof.

ABS Quality Evaluations, Inc. 16855 Northchase Drive, Houston, TX 77060, U.S.A. Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

ISO 14001 *Certificate of Registration*

Conferred Upon

ZEP, INC.

1310 Seaboard Industrial Boulevard, Atlanta, GA, USA

SCOPE OF REGISTRATION: FORMULATION, MANUFACTURING AND TESTING OF SPECIALTY CHEMICALS, CLEANING PRODUCTS, HAND CARE PRODUCTS, AS WELL AS THE SUPPORTING OPERATIONS, AND EXCLUDES ACTIVITIES AT THE SITE, I.E. CORPORTE LEVEL FUNCTIONS.

Having been examined in detail for conformance to the requirements of ISO 14001: 2004, and having been determined by Advanced Waste Management Systems, Inc., the Registrar, to be in conformance with all provisions of this standard, the Environmental Management System of the organization is hereby registered to ISO 14001: 2004. The scope of this registration includes all operations and activities of the organization as specified above. This document is subject to the terms and conditions of AWM's Rights and Duties document.

Initial Registration:	11/09/2001	Current Registration:	11/20/2013	Re-registration Due:	11/20/2016
n witness whereof this granted and the ha	s Certificate of Registration rk of Registration and runto affixed.				ANAB IAF
	anto agrixea.	S		Advanced Waste M	anagement Systems, Inc.
uchand U	. Olla		$\mathbf{\nabla}$		6430 Hixson Pik
	Ph.D.				Hixson, TN 37343
Richard A. Ellis Chairman & CEO					423-843-220

Rev. Date: 11/15/2013





ANNOUNCING Zep's NEW COOPERATIVE PURCHASING ALLIANCE!

Zep Contract Award

Janitorial Supplies, Equipment, Maintenance & Repair.

Contract Details

Lead Public Agency: Region 14 Education Services Center of Abilene, TX. Contract Number: NCPA02-10. Contract Term: One year Jan 1, 2012 to Nov 30, 2016,

Intergovernmental Agreement

- Master Intergovernmental Agreement.
- · Competitively and publicly solicited by lead public agency.
- Available to all 50 states.

Benefits

- No contract user fees.
- · Zep quality at lowest overall pricing.
- Access to contracts with over 45 world class companies.
- Free up time and overall administrative costs.
- 2% rebate for online ordering through ZepConnect.

Register Today

- 1. Go to www.ncpa.us.
- 2. Click on 'Register.'
- 3. Click on your state from the U.S. map.
- 4. Complete single page form with contact information and Federal Tax ID.
- 5. Click on 'Submit' at bottom.





-Green Cleaning





WHY CHOOSE Zep?

You Know Zep

Since its beginning in Atlanta, Georgia in 1937, Zep's focus has been to offer customers the widest selection of top-quality commercial and industrial cleaning products with superior personal service and professional technical support. Over 75 years later, Zep continues to do it better than anyone else in the industry. Our full line of sanitation and maintenance chemicals are now matched with a complete line of facility supplies and equipment to fulfill all of your janitorial and maintenance needs.

Zep and NCPA

Zep's partnership with NCPA brings Zep's best products and services at our best overall pricing to local government, education and non-profits through a publicly solicited contract by Region 14 ESC, making it easier than ever to do business with Zep.

Nationally – Local Business

Zep's local Sales/Service Professionals provide onsite service throughout North America. Zep's local teams bring a wealth of industry knowledge to help train your staff on the proper use and safety of our products which ensures you are able to reduce your spend by achieving the best end use cost from your cleaning and maintenance products.

Helping to Green Your Cleaning

The Zep GreenLink® Program provides you everything you need to implement a commercial green cleaning program in your facilities. It includes a full suite of certified cleaning and maintenance chemicals, tools and equipment, standard operating procedures, training, and a turnkey promotional kit to help gain visibility for your efforts.

Contact Zep to Start Saving Today

Call 1-877 I BUY ZEP (800-428-9937). For additional information, please visit our website www.zep.com/ncpa.asp.







Dept. of Public Works



-Fire/Law Enforement



-Fleet Cleaning & Maintenance



-Parks & Recreation



-Maintenance



-Cafeteria/Breakroom



-Health/Safety

EXPERTISE IN THE MUNICIPAL GOVERNMENT MARKETPLACE

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COMPANY HISTORY

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since 1957 Zep Inc. has been a leader in the Westkert por talk arout the value we const we prive and sublation products At Zen, we re-denstated the scalar is an important, we deliver. Through our Table votation opandmantstrance reeds since ball were clust to the suttomer. Where we have performed ICO

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BEHIND EVERY SALES REPRESENTATIVE.

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At Jep, we have never here referenced as first. Jep keys will assist your organization with training means' you needs in wart to exceed your and demonstrate how on product be will travide a expectations. In taday's made tplace we uncerstand i measurably better value Lin your dollar Additionally, the most to workh the bottom line. Our seemann, Zeps traduit selection on bles in to be the one-source province line has no connectition when matched up, the all you cleaned needs if you want to save time composition with any brand, at any price usp, and morey, there's only one call you held to make - able to provide sigh oudity at new mable prices. 1-8:74/8177 75P

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MUNICIPALITIES

COMMITMENT TO "GREEN"

Zep's GreenLink[®] product range includes products certified by Green Sea¹, Ecologo¹⁰ and DFE together with Zep's environmentally responsible products. For more information on Zep's GreenLink[®] program please contact your-local Zep Rep at 1-877-180/ ZEP (1-877-428-8937) or call 1-600-972-42EP (600-972-4937) to reach our declorate Learn of government support specialists waiting to serve you.



Contact Your Local Zep Rep Toll Free 1-877-I BUY ZEP (1-877-428-9937) www.zep.com - www.ibuyzep.com



Digitally signed by Lopa Patel DN: cn=Lopa Patel, o=Zep Inc., ou=Graphics. email=lopa.patel@zep. com, c=US Date: 2012.10.31

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VEHICLE CARE





	PRODUCT DESCRIPTION	PROD.#	PRODUCT NAME
NO	CLEANING	1.00	
ITATI	Bathroom Abrasive Cleaners Midly abrasive cream cleaner and polish that deodorizes and cleane	#1066	Bestuff
SAN	Drain Cleaners Liquid biological drain maintenance product - Ecologo certified	#4626	Bio Multi-Purpose Drain Care
NIN	Bowl Cleaners Environmentally responsible non-acid toilet bowl cleaner and dead	#1197	Bowl Shine II
CLEA	Glass & All Surface Cleaners Concentrated plass cleaner and surface cleaner - Green Seal certifier	#1036	GreenLink* Concentrated Glass Cleaner Concentrated
GENERAL CLEANING/SANITATION	General Purpose Cleaners Multi-purpose cleaner and degreaser - Green Seal certified	#1248	GreenLink® Multi-Clean Green @www.Bazz
GEN	Bathroom Tile & Grout Cleaners Concentrated, permide fortified bathroom cleaner - Green Seal cert	#1254	Verdiza @peare./.to.::
	HAND CARE		
	Antibacterial Hand Cleaners Environmentally responsible mild, foaming antibacterial hand dear	#1252	Fuzion Anti-Bacterial Foaming Hand Soap
	Hand Sanitizers Environmentally responsible alcohol hand sanitizer	#1246	Fuzion Instant Hand Sanitizer Gel @ucare?lazaz
	DISINFECTING/SANITIZING		
	Disinfecting Wipes Pre-moistened, non-abrasive disinfectant towels	#1443	Clean'Ems Spirit II Disinfectant Towels
	Sanitizing Absorbent	#1769	Chlor Retain
	Powdered chlorinated absorbent that easily picks up body fluids an		
	Liquid Disinfectants/Cleaners Environmentally responsible neutral hospital-grade detergent/disin	#7520	DZ-7 Constant (1997
	Aerosol Disinfectants	#3515	Zepynamic A II
	Aerosol disinfectant and deodorant spray - EPA registered DEODORIZING		- Copposition
	Liquid Air Fresheners	#1386	Air & Fabric Refresher Cherry Anno
	Multi-purpose liquid odor counteractant with a pleasant clean frage		
	Urinal Deodorizer	#7927	Bio Urinal Screens
	Unital screars to eliminate odors utilizing the power of renewable r Deodorant Absorbent		
	Industrial dry odor counteractant absorbent	#F033	Dumpster Fair
	Industrial/Municipal Deodorants Economical concentrated industrial deodorant	#1135	Metro Fresh
	Cleaner/Deodorizer	#1842	Odorstroyer Extra diverse Case
	Ready-to-use cleaner and deodorizer designed for removing organi	c stains and odor	rs - Ecologo" and BioPreferred" certified
	READY-TO-USE SPECIALTY PRODUCTS		
	Surface Sanitizer Environmentally responsible ready-to-use food contact surface sani		
	Mildew Remover Ready-to-use mold and mildew stain remover	#1472	Mildew Stain Remover
	Liquid Disinfectants/Cleaners Environmentally responsible read-to-use disinfectant cleaner - EPA	#0679	Spirit II Gassa Com
	Stainless Steel & Furniture Cleaner Ready-to-to-to- hard surface cleaner and polisher	#1021	Spraluster
	General Purpose Cleaners Environmentally responsible ready-to-use general purpose cleaner	#0650	Tuff Green RTU Computants
	Glass & All Surface Cleaners Economical ready-to-use glass and all surface cleaner	#1010	VUE RTU
5	GROUNDS		
AN	Graffiti Removers	#1412	
LEN	Pre-moistened graffiti remover towels		
MAINTENANCE	Concrete Cleaners Liquid concentrated concrete and masonry floor cleaner	#0720	Extra

	PRODUCT DESCRIPTION	PROD.#	PRODUCT NAME
	General Purpose Pressure & Steam Cleaning Detergent Economical Bould cleaner and heavy-duty detergent for use in a wi	#0574	Formula 940-E cult cleaning operations
	Insecticides Premium liquid residual surface insect spray	#2040	Hitman DM
	Herbicides Super concentrated water-based non-residual, non-selective herbic	#1355	Weed Defeat II
	SHOP		
	Equipment Degreasers Environmentally responsible cleaner and degreaser	#1848	Z Green Museus Jazz
	Lubricants/Penetrants Soy-Based penetrating lubricant manufactured utilizing renewable	resources - BioPr	Zep 70 Contractor
4	VEHICLE WASH/CLEANING		
VEHICLE CARE	Powdered Detergents Economical heavy-duty vehicle wash concentrated, powdered dete	#0407	Formula 4358
CUIN	Wheel & Tire Cleaner Fast-acting, high-foarning concentrated wheel and tire cleaner	#0576	Luster Wash
•	Tire Dressings Fast-drying, high-gloss, ready-to-use tire dressing	#0630	
	Liquid Detergents Premium combination vehicle wash and wax liquid concentrate	#0382	Zep-O-Shine
	MECHANICAL AND ENGINE CARE, MAINT	ENANCE &	CIFANING
	Battery Battery terminal deaner designed to prolong battery life	#0308	Battery Care
	Brakes Heavy-duty aerosol brake parts cleaner	#0184	Brake Parts Cleaner
	Hand Cleaner Heavy-duty pumice hand deaner with cherry fragrance	#0951	Cherry Bomb
	Choke & Carburetors Fast-drying carburetor cleaner and penetrant	#0286	Choke & Carburetor Cleaner
	Parts Cleaning Solvent cleaner and degreaser, ready-to-use and with a slow evapo	#0366	Dyna 143
	Degreasers Heavy-duty, concentrated, all purpose cleaner and degreaser	#0859	Formula 50
	Lift Station Degreaser Heavy-duty, non-emulsifying floating degreaser and deodortzer for	#3670	_Orange Float
4	FLOOR CARE - SHOP	and survives	
	Floor Finish - UHS Burnishing Zinc-free floor finish designed for UHS burnishing - Green Seal certi	#1917	GreenLink* Floor Finish Concert Lazz
3	Floor Wax Removers/Strippers	#1913	GreenLink* Floor Finish Stripper Streem Street
•	Deep penetrating, low foaming floor finish stripper - Green Seal cer		2
	Floor Cleaners Neutral floor cleaner - Green Seal certified	#1914	GreenLink" Neutral Floor Cleaner Sama Casas
	Baseboard Wax Removers/Strippers Heavy-duty, baseboard wax/Tinish stripper, thickened for better cli		Perimeter
	Low Maintenance Floor Finish Durable, low-maintenance slip resistant floor finish	#1971	Shield
	Floor Sealers High-adhesion, stain resistant floor sealer	#2018	Zeparade Sealer
	CARPETED FLOOR CARE		
	Spot Cleaning Environmentally responsible carpet spotter, deodorizer and protect	#0780	Breakaway Chesne 2007
	Whole Carpet Cleaning Carpet and Rug Institute Seal of Approval (CRI)	#2589	Carpet Extractor Cleaner
	Carpet/Rug Deodorizing	#1842	Odorstroyer Extra Change Catar