

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN and  
LANCASTER COUNTY, NEBRASKA**

**Comprehensive Operational & Janitorial Supplies Solutions  
Region 14 ESC/NCPA Master Agreement Contract No. 02-28**

**Contractor:  
Acuity Special Products  
dba Zep Inc  
1310 Seaboard Industrial Blvd NW  
Atlanta, GA 30318  
(404) 213-5857**

**CITY OF LINCOLN and LANCASTER COUNTY, NEBRASKA  
CONTRACT**

THIS CONTRACT, made and entered into by and between **Acuity Special Products dba Zep Inc, 1310 Seaboard Industrial Blvd. NW, Atlanta, GA 30318** hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the "Owners".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between Acuity Special Products dba Zep Inc and Region 14 Education Service Center (Region 14 ESC) Master Agreement, available through National Cooperative Purchasing Alliance (NCPA) Administration Agreement, for Comprehensive Operational & Janitorial Supplies Solutions, Contract No. 02-28, dated April 11, 2016, which was prepared in accordance with the Region 14 ESC's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Comprehensive Operational & Janitorial Supplies Solutions for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Master Agreement between Region 14 ESC and Acuity Special Products dba Zep Inc, available through NCPA Administration Agreement, Contract No. 02-28, dated April 11, 2016.

WHEREAS, the Contractor, in response to the Owners' request to participate in said contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as Region 14 ESC Master Agreement, available through NCPA Administration Agreement, Contract No. 02-28, with only those exceptions stated herein; and

WHEREAS, Region 14 ESC, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Region 14 ESC and Acuity Special Products dba Zep Inc Master Agreement, available through NCPA Administration Agreement, Contract No. 02-28, dated April 11, 2016 a copy thereof being attached to and made a part of this Contract; and

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Comprehensive Operational & Janitorial Supplies Solutions for the Owner's various departments, agencies and divisions as the Owners may determine.

2. Term of the Contract. The initial term of this contract shall be effective upon execution through April 30, 2019.
  - 2.1 Upon conclusion of the initial term, the contract has the option of five (5) additional one (1) year renewals, if agreed to by Region 14 ESC and Acuity Special Products dba Zep Inc.
  - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing for these services are pursuant to the Region 14 ESC Master Agreement, available through NCPA Administration Agreement, Contract No. 02-28, dated April 11, 2016.

**The Owners will pay for products/service, according to the proposal pricing as included with Contract No. 02-28, a copy thereof attached and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for City Departments shall not exceed \$130,000.00 during the contract term without approval by the City of Lincoln. The total cost of products or services for County agencies shall not exceed \$7,000.00 during the contract term without approval by the Lancaster County Board of Commissioners.**

- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to Region 14 ESC and NCPA shall be made available to the Owners.
4. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln and Lancaster County, Nebraska.
5. Termination. This Contract may be terminated by the following:
  - 5.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
  - 5.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide Comprehensive Operational & Janitorial Supplies Solutions.
    - 5.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Master Agreement between the Region 14 ESC and Acuity Special Products dba Zep Inc, available through NCPA Administration Agreement, Contract No. 02-28, dated April 11, 2016.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. NCPA Contract No. 02-28, dated April 11, 2016
3. Tax forms

This Contract Agreement together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page

Vendor Signature Page

**CONTRACT**  
**Comprehensive Operational & Janitorial Supplies Solutions**  
**Region 14 ESC Master Agreement available through**  
**NCPA Administration Agreement, Contract No. 02-28**  
**City of Lincoln and Lancaster County, Nebraska**  
**Acuity Specialty Products dba Zep Inc**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

15  
Secretary

Seal

Acuity Specialty Products d/b/a Zep Sales & Service

Name of Corporation

1310 Seaboard Industrial Blvd NW, Atlanta, GA 30318

Address

By:

Duly Authorized Official

President & Chief Executive Officer

Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

**IF AN INDIVIDUAL:**

Name

Address

Signature

City of Lincoln Signature Page

---

**CONTRACT**  
**Comprehensive Operational & Janitorial Supplies Solutions**  
**Region 14 ESC Master Agreement available through**  
**NCPA Administration Agreement, Contract No. 02-28**  
**City of Lincoln and Lancaster County, Nebraska**  
**Acuity Specialty Products dba Zep Inc**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

Approved by Resolution No. \_\_\_\_\_

dated \_\_\_\_\_

**Lancaster County Signature Page**

---

**CONTRACT**  
**Comprehensive Operational & Janitorial Supplies Solutions**  
**Region 14 ESC Master Agreement available through**  
**NCPA Administration Agreement, Contract No. 02-28**  
**City of Lincoln and Lancaster County, Nebraska**  
**Acuity Specialty Products dba Zep Inc**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
dated \_\_\_\_\_



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 29<sup>th</sup>, 2016, 2:00 PM CST**

## Table of Contents

---

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents
- Tab 10 – Appendix A
- Tab 11 – Appendix B

# Tab 1 – Master Agreement

## General Terms and Conditions

---

- ◆ **Customer Support**
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ **Assignment of Contract**
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
  
- ◆ **Disclosures**
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ **Renewal of Contract**
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.
  
- ◆ **Funding Out Clause**
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ **Shipments (if applicable)**
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
  
- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
  
- ◆ Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
  
- ◆ Pricing
  - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  
- ◆ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing Freight Prepaid, FOB Destination. Orders Less than \$ 250.00 will result in prepay and add.
  
- ◆ Adding authorized distributors/dealers
  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
  
- ◆ 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.
- 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-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. 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

---

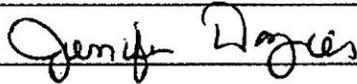
- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to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

# Signature Form

---

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

Prices are guaranteed: **120 days**

Company name	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	

## Tab 2 – NCPA Administration Agreement

---

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

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 11, 2016, referenced as Contract Number 02-28, 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 (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total \_\_\_\_\_

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

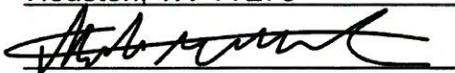
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

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

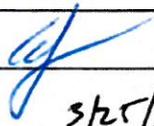
◆ **General Provisions**

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

Name: Matthew Mackel  
 Title: Director, Business Development  
 Address: PO Box 701273  
Houston, TX 77270  
 Signature:   
 Date: April 11, 2016

**Vendor:** Acuity Special Products d/b/ Zep Inc

Name: William Redmond  
 Title: CEO  
 Address: 1310 Seaboard Industrial Blvd NW  
Atlanta, GA 30318  
 Signature:   
 Date: 3/25/16

## Tab 3 - Vendor Questionnaire

---

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

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

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

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

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

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

◆ Felony Conviction Notice

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

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

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

◆ Processing Information

➤ Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Michelle Kowalsky  
Title: Sr Business Analyst  
Company: Acuity Specialty Products Inc, d/b/a Zep Inc  
Address: 1310 Seaboard Industrial Blvd NW  
City: Atlanta State: Georgia Zip: 30318  
Phone: 877-428-9937 ext 45571 Email: michelle.kowalsky@zep.com

▪ Purchase Orders

Contact Person: Vickie Bancifort  
 Title: Customer Service Representative  
 Company: Zep  
 Address: 1310 Seaboard Industrial Blvd NW  
 City: Atlanta State: Georgia Zip: 30318  
 Phone: 877-428-9937 ext 47305 Email: vickie.bancifort@zep.com

▪ Sales and Marketing

Contact Person: Jenifer Dozier  
 Title: Director  
 Company: Zep  
 Address: 1310 Seaboard Industrial Blvd NW  
 City: Atlanta State: Georgia Zip: 30318  
 Phone: 404-603-7809 Email: jenifer.dozier@zep.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes       No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
TCPN	38% Chem 25% Non Chem	9/30/2017	\$ 62,000.00

## 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 ISO9001 & 14001 manufacturer, Zep produces a full line of sanitation and maintenance chemicals for professional use.

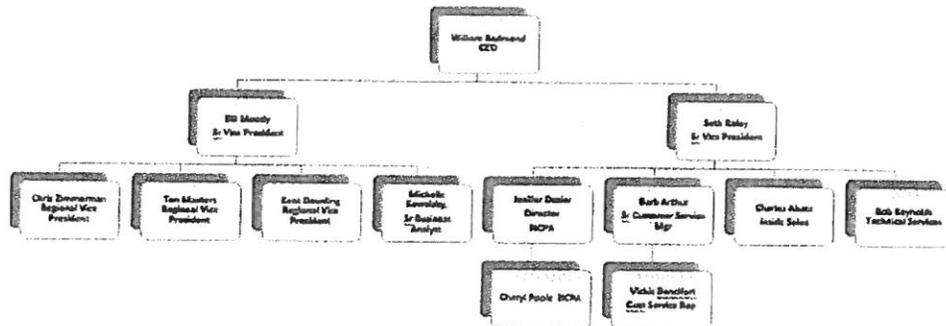
More than 3,500 quality products bear the Zep name, including detergents, disinfectants, hand cleaners, degreasers, deodorants, lubricants, and floor finishes.

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 the world
- Widest product line serving diverse industries
- Technical assistance from professional laboratory chemists
- 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 – [barb.arthur@zep.com](mailto:barb.arthur@zep.com) [customer\\_service@zep.com](mailto:customer_service@zep.com)

- List the names of key contacts at each with title, address, phone and e-mail address.

Atlanta - Angela Coleman, Customer Service Supervisor  
Email - [angela.coleman@zep.com](mailto:angela.coleman@zep.com) 877-428-9937 ext 47011

Briengsville-Barb Arthur, Sr Customer Service Manager  
Email - [barb.arthur@zep.com](mailto:barb.arthur@zep.com) 877-428-9937 ext 44150

Cleveland- Angela Coleman, Customer Service Supervisor  
Email - [barb.arthur@zep.com](mailto:barb.arthur@zep.com) 877-428-9937 ext 44150

Corona- Michael Fariss, Customer Service Manager  
Email - [michael.fariss@zep.com](mailto:michael.fariss@zep.com) 877-428-9937 ext 47201

Desoto - Wendi Mott, Customer Service Supervisor  
Email - [wendi.mott@zep.com](mailto:wendi.mott@zep.com) 877-428-9937 ext 47507

Glendale Heights - Wynter Evans, Customer Service Supervisor  
Email - [barb.arthur@zep.com](mailto:barb.arthur@zep.com) 877-428-9937 ext 47608

Seattle- Michael Fariss, Customer Service Manager  
Email - [michael.fariss@zep.com](mailto:michael.fariss@zep.com) 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.

- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations

	2013	2014	2015
<b>Cities \Counties</b>	\$ 13,369,524.77	\$ 17,319,857.74	\$ 16,042,241.99
<b>K-12</b>	\$ 3,940,239.99	\$ 5,207,377.70	\$ 5,022,519.27
<b>Higher Education</b>	\$ 479,542.00	\$ 605,122.00	\$ 610,248.00
<b>Other Government \Non Profit Organizations</b>	\$ 10,319,415.30	\$ 12,167,651.91	\$ 11,856,007.00

- ◆ What differentiates your company from competitors?

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
- Newly established members in management, sales, and internal support
- 600+ National sales reps in total with technical knowledge
- Customer training and support on all product
- Zep direct compliance and technical support on-site, by web, email or phone
- Responsive solution provider
- Innovative, Quality, high efficacy products
- National sales coverage, one source supplier
- 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 our customers.

**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 the environment.
- Setting an example for others. As a company that manufactures over 4,000 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 cleaning chemicals.

Category	Overview
Chemical Management	Safe2Dose™ Chemicals Safe2Dose Equipment <ul style="list-style-type: none"> <li>• Safe2Dose Modular Wall-mounted System</li> <li>• Safe2Dose Portable System</li> </ul>
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 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Served
  - Description of Services
  - Annual Volume

Name	Contact Name and Title	City	State	Phone	Years of Service	Description of Services	Annual Volume
Department of Public Work, Fleet Management	Kelly Reid	Virginia Beach	Virginia	757-385-4674	12	Fleet and Facility	3,707.21
Lexington Maintenance	James Hankins	Lexington	Massachusetts	781-589-4858	8	Sanitation	6,072.68
Hillsborough Area Regional Transit (HART)	Mike Hunt	Tampa	Florida	813-623-5835	19	Fleet and Facility	101,585.95
Bexar County Fire Department	Walter Ball	San Antonio	Texas	210-540-9959	1	Fleet and Facility	8,079.48
El Metro	Jose Granados	Laredo	Texas	956-795-2250	15	Fleet and Facility	8,024.92
Charlotte Area Transit Systems (CATS)	Bob Niehaus	Charlotte	North Carolina	704-622-1223	11	Fleet and Facility	41,056.21
Yerkes Primate Research Center	Susan Higgins	Atlanta	Georgia	404-727-8112	16	Janitorial and Sanitation	54,621.93
Louisiana SPCA	Terralynn Jones	New Orleans	Louisiana	504-385-7226	8	Sanitation	27,464.36
Medlock Jail	Barbara Bowser	Dallas	Texas	214-653-6472	10	Kitchen	137,460.86
Dallas County Facility Supply	Tameka Crawford	Dallas	Texas	214-652-2975	8	Warehouse	158,928.22
City of Deland	Sal Lagreca	Deland	Florida	386-626-7202	6	Public Works	1,608.05
City of Chesapeake Garage	David Gauthier	Chesapeake	Virginia	757-382-3382	12	Fleet and Facility	3,799.62

## Tab 7 – Pricing

---

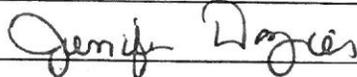
- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available 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.

# Signature Form

---

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

Prices are guaranteed: **120 days**

Company name	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	

## Tab 8 – Value Added Products and Services

---

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating 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 your customers.

#### 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. New Condition. 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.
3. 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. Expiration Date. 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. Confirmed Non Conformance issue. Any confirmed non conformance due to product quality is authorized to be returned.
6. Sales Reps picking up a return and rebilling to another Customer: 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 Zep products

#### **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 and 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 attributes including weights, cap removal torques, bottle, cap, label, case quality attributes, and leak testing.

### **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/or number.

### **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 NCPA customers.

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

---

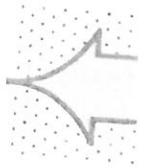
- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

**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	<u>  Zep  </u>
Print Name	<u>  William Redmond JR.  </u>
Address	<u>  1310 Seaboard Industrial Blvd NW  </u>
City, State, Zip	<u>  Atlanta, GA 30318  </u>
Authorized signature	<u>  <i>[Signature]</i>  </u>
Date	<u>  3/25/16  </u>



## Contractor Requirements

### **Contractor Certification Contractor's Employment Eligibility**

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

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

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

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

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

#### **Fingerprint & Background Checks**

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

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

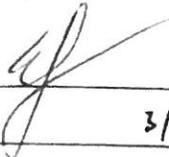
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

#### **Business Operations in Sudan, Iran**

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

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_



3/25/16

## Antitrust Certification Statements (Tex. Government Code § 2155.005)

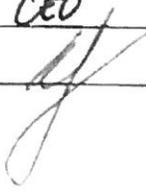
I affirm under penalty or penalty of the laws of the State of Texas that:

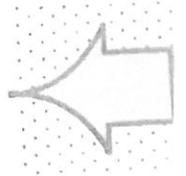
(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.

(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@zep.nc.com
Printed name	William Redmond JR
Position with company	CEO
Authorized signature	



## FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

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

## Required Clauses for Federal Assistance provided by FTA

### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

#### **DISADVANTAGED BUSINESS PARTICIPATION**

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

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

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

#### **ENERGY CONSERVATION REQUIREMENTS**

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

#### **FEDERAL CHANGES**

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

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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

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

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

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

## State Notice Addendum

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

Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

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

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

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

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

- |            |  |                           |   |
|------------|--|---------------------------|---|
| 231        | TRILLIUM FAMILY SERVICES, INC.                         | 9                         | DESCHUTES COUNTY RFPD NO.2                          |
| 232        | UMPQUA COMMUNITY DEVELOPMENT CORPORATION               | 10                        | DESCHUTES PUBLIC LIBRARY SYSTEM                     |
| 233        | UNION GOSPEL MISSION                                   | 11                        | EAST MULTNOMAH SOIL AND WATER CONSERVANCY           |
| 234        | UNITED CEREBRAL PALSY OF OR AND SW WA                  | 12                        | GASTON RURAL FIRE DEPARTMENT                        |
| 235        | UNITED WAY OF THE COLUMBIA WILLAMETTE                  | 13                        | GLADSTONE POLICE DEPARTMENT                         |
| 236        | US CONFERENCE OF MENONNITE BRETHERN CHURCHES           | 14                        | GLENDALE RURAL FIRE DISTRICT                        |
| 237        | US FISH AND WILDLIFE SERVICE                           | 15                        | HOODLAND FIRE DISTRICT NO.74                        |
| 238        | USAGENCIES CREDIT UNION                                | 16                        | HOODLAND FIRE DISTRICT #74                          |
| 239        | VERMONT HILLS FAMILY LIFE CENTER                       | 17                        | HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY     |
| 240        | VIRGINIA GARCIA MEMORIAL HEALTH CENTER                 | 18                        | KLAMATH COUNTY 9-1-1                                |
| 241        | VOLUNTEERS OF AMERICA OREGON                           | 19                        | LANE EDUCATION SERVICE DISTRICT                     |
| 242        | WE CARE OREGON   | 20                        | LANE TRANSIT DISTRICT                               |
| 243        | WESTERN RIVERS CONSERVANCY                             | 21                        | MALIN COMMUNITY PARK AND RECREATION DISTRICT        |
| 244        | WESTERN STATES CENTER                                  | 22                        | MARION COUNTY FIRE DISTRICT #1                      |
| 245        | WESTSIDE BAPTIST CHURCH                                | 23                        | METRO   |
| 246        | WILD SALMON CENTER                                     | 24                        | METROPOLITAN EXPOSITION-RECREATION COMMISSION       |
| 247        | WILLAMETTE FAMILY                                      | 25                        | MONMOUTH - INDEPENDENCE NETWORK                     |
| 248        | WILLAMETTE VIEW INC.                                   | 26                        | MULTONAH COUNTY DRAINAGE DISTRICT #1                |
| 249        | WOODBURN AREA CHAMBER OF COMMERCE                      | 27                        | NEAH KAH NIE WATER DISTRICT                         |
| 250        | WORD OF LIFE COMMUNITY CHURCH                          | 28                        | NW POWER POOL                                       |
| 251        | WORKSYSTEMS INC  | 29                        | OAK LODGE WATER DISTRICT                            |
| 252        | YOUTH GUIDANCE ASSOC.                                  | 30                        | OR INT'L PORT OF COOS BAY                           |
| 253        | YWCA SALEM   | 31                        | PORT OF ST HELENS                                   |
| 1          | ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA  | 32                        | PORT OF UMPQUA                                      |
| 2          | ALOHACARE  | 33                        | REGIONAL AUTOMATED INFORMATION NETWORK              |
| 3          | AMERICAN LUNG ASSOCIATION                              | 34                        | RIVERGROVE WATER DISTRICT                           |
| 4          | BISHOP MUSEUM  | 35                        | SALEM AREA MASS TRANSIT DISTRICT                    |
| 5          | BUILDING INDUSTRY ASSOCIATION OF HAWAII                | 36                        | SANDY FIRE DISTRICT NO. 72                          |
| 6          | CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST | 37                        | SUNSET EMPIRE PARK AND RECREATION                   |
| 7          | EAH, INC.  | 38                        | THE NEWPORT PARK AND RECREATION CENTER              |
| 8          | EASTER SEALS HAWAII                                    | 39                        | THE PORT OF PORTLAND                                |
| 9          | GOODWILL INDUSTRIES OF HAWAII, INC.                    | 40                        | TILLAMOOK PEOPLES UTILITY DISTRICT                  |
| 10         | HABITAT FOR HUMANITY MAUI                              | 41                        | TUALATIN HILLS PARK AND RECREATION DISTRICT         |
| 11         | HALE MAHAOLU   | 42                        | TUALATIN VALLEY FIRE & RESCUE                       |
| 12         | HAROLD K.L. CASTLE FOUNDATION                          | 43                        | TUALATIN VALLEY WATER DISTRICT                      |
| 13         | HAWAII AGRICULTURE RESEARCH CENTER                     | 44                        | UNION SOIL & WATER CONSERVATION DISTRICT            |
| 14         | HAWAII EMPLOYERS COUNCIL                               | 45                        | WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT |
| 15         | HAWAII FAMILY LAW CLINIC DBA ALA KUOLA                 | 46                        | WEST VALLEY HOUSING AUTHORITY                       |
| 16         | HONOLULU HABITAT FOR HUMANITY                          | 47                        | WILLAMALANE PARK AND RECREATION DISTRICT            |
| 17         | IUPAT, DISTRICT COUNCIL 50                             | 48                        | YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT         |
| 18         | LANAKILA REHABILITATION CENTER INC.                    |                           |   |
| 19         | LEEWARD HABITAT FOR HUMANITY                           | <b>No. State Agencies</b> |   |
| 20         | MAUI COUNTY FCU  | 1                         | BOARD OF MEDICAL EXAMINERS                          |
| 21         | MAUI ECONOMIC DEVELOPMENT BOARD                        | 2                         | OFFICE OF MEDICAL ASSISTANCE PROGRAMS               |
| 22         | MAUI ECONOMIC OPPORTUNITY, INC.                        | 3                         | OFFICE OF THE STATE TREASURER                       |
| 23         | MAUI FAMILY YMCA                                       | 4                         | OREGON BOARD OF ARCHITECTS                          |
| 24         | NA HALE O MAUI   | 5                         | OREGON CHILD DEVELOPMENT COALITION                  |
| 25         | NA LEI ALOHA FOUNDATION                                | 6                         | OREGON DEPARTMENT OF EDUCATION                      |
| 26         | NETWORK ENTERPRISES, INC.                              | 7                         | OREGON DEPARTMENT OF FORESTRY                       |
| 27         | ORI ANUENUE HALE, INC.                                 | 8                         | OREGON DEPT OF TRANSPORTATION                       |
| 28         | PARTNERS IN DEVELOPMENT FOUNDATION                     | 9                         | OREGON DEPT. OF EDUCATION                           |
| 29         | POLYNESIAN CULTURAL CENTER                             | 10                        | OREGON LOTTERY                                      |
| 30         | PUNAHOU SCHOOL   | 11                        | OREGON OFFICE OF ENERGY                             |
| 31         | ST. THERESA CHURCH                                     | 12                        | OREGON STATE BOARD OF NURSING                       |
| 32         | WAIANAEE COMMUNITY OUTREACH                            | 13                        | OREGON STATE POLICE                                 |
| 33         | WAILUKU FEDERAL CREDIT UNION                           | 14                        | OREGON TOURISM COMMISSION                           |
| 34         | YMCA OF HONOLULU                                       | 15                        | OREGON TRAVEL INFORMATION COUNCIL                   |
| <b>No.</b> | <b>Special/Independent Districts</b>                   | 16                        | SANTIAM CANYON COMMUNICATION CENTER                 |
| 1          | BAY AREA HOSPITAL DISTRICT                             | 17                        | SEIU LOCAL 503, OPEU                                |
| 2          | CENTRAL OREGON INTERGOVERNMENTAL COUNCIL               | 1                         | ADMIN. SERVICES OFFICE                              |
| 3          | CENTRAL OREGON IRRIGATION DISTRICT                     | 2                         | HAWAII CHILD SUPPORT ENFORCEMENT AGENCY             |
| 4          | CHEHALEM PARK AND RECREATION DISTRICT                  | 3                         | HAWAII HEALTH SYSTEMS CORPORATION                   |
| 5          | CITY COUNTY INSURANCE SERVICES                         | 4                         | SOH- JUDICIARY CONTRACTS AND PURCH                  |
| 6          | CLEAN WATER SERVICES                                   | 5                         | STATE DEPARTMENT OF DEFENSE                         |
| 7          | COLUMBIA 911 COMMUNICATIONS DISTRICT                   | 6                         | STATE OF HAWAII                                     |
| 8          | COLUMBIA RIVER PUD                                     | 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.
- ☒☒ **Availability of replacement parts** Most parts can be shipped same day if order received by 1:00PM
- ☒☒ **Life expectancy of equipment under normal use** Most floor machines will last at least 10 years if properly maintained and cared for.
- ☒☒ **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.
- The policy is found on [www.zequipment.com](http://www.zequipment.com)