

# Request for Proposal (RFP) for Janitorial Supplies, Equipment, Maintenance & Repair

Solicitation Number: 21--12

Publication Date: Thursday, September 20<sup>th</sup>, 2012

Notice to Respondent:

Submittal Deadline: Thursday, October 25<sup>th</sup>, 2012 2:30 pm CST

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday, October 18<sup>th</sup>, 2012. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

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

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

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

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

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted. Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by Region  
14 Education Service Center For  
Janitorial Supplies, Equipment, Maintenance & Repair  
On behalf of itself and other Government Agencies  
and made available through the  
National Cooperative Purchasing Alliance  
RFP # 21--12



# Introduction / Scope

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

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## ◆ Submission of Response

ØØ Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.

ØØ Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14

ESC reserves the right to reject or accept any response.

ØØ Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.

ØØ Withdrawal of response will not be allowed for a period of 120 days following the opening.

Pricing will remain firm for 120 days from submittal.

## ◆ Required Proposal Format

ØØ Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. All forms are to be completed electronically. Include a copy of all solicitation pages before section needing tabulation in response. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

## ◆ Binder Tabs

ØØ Tab 1 – Signature Form

ØØ Tab 2 – NCPA Administration Agreement

ØØ Tab 3 – Vendor Questionnaire

ØØ Tab 4 – Vendor Profile

ØØ Tab 5 – Products and Services / Scope

ØØ Tab 6 – References

ØØ Tab 7 – Pricing

ØØ Tab 8 – Value Added Products and Services

ØØ Tab 9 – Required Documents

## ◆ Shipping Label

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

From: Mike Muscara

Company: WAXIE Enterprises, Inc. dba WAXIE Sanitary Supply

Address: 9353 WAXIE Way

City, State, Zip: San Diego, CA 92123

Solicitation Name and Number: RFP for Janitorial Supplies, Equipment, Maintenance & Repair 21-12

Due Date and Time: Thursday, October 25<sup>th</sup>, 2012 2:30pm CST

# Tab 1 – Master Agreement

## General Terms and Conditions

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### ◆ Customer Support

- ØØ 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

- ØØ No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

### ◆ Disclosures

- ØØ 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.
- ØØ 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

- ØØ Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

### ◆ Funding Out Clause

- ØØ 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:
  - ØØ 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)

- ØØ 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

ØØ Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

ØØ The entity using the contract will make payments directly to the awarded vendor.

◆ Pricing

ØØ 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.

ØØ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

➤ Pricing: WAXIE Sanitary Supply is offering the following price and delivery program:

- Within WAXIE Sanitary Supply's normal company owned truck delivery zones, all orders are delivered with no minimum order and no freight charges.
- Outside of WAXIE Sanitary Supply's normal company truck delivery zones, all orders shall have a \$400.00 minimum or \$40.00 small order charge and shall be delivered on a freight prepay and add basis.

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

Special Pricing and Delivery Terms:

Alaska

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

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

Outside of WAXIE Sanitary Supply's normal truck delivery area in Anchorage and Fairbanks the Alaska price plus freight prepaid and added shall be the pricing and delivery terms.

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

Hawaii

WAXIE Sanitary Supply will offer to support the NCPA contract through a Network Services Company affiliate. Pricing and delivery terms are to be negotiated with the subcontractor after award. Delivery to Hawaii can be complex, particularly to the outer Islands.

WAXIE Sanitary Supply is offering a core list of products priced on a discount by line item basis. All prices are fixed and firm for one year beginning on November 1, 2012 through October 31, 2013. Prices shall be adjusted based on the actual manufacturer's price change by line item. Any price reductions shall be immediately passed along to contract users.



into stock costs and some general industry wide cost supports for public sector clients. It is very likely that many of these prices will fall as manufacturers price supports are gathered throughout the contracts first year.

WAXIE Sanitary Supply shall attempt to negotiate subcontracts with Network Services Company affiliates in each state to expand our NCPA offering to all 50 states. Since each subcontractor has its own house brand, all prices shown for WAXIE products are for each sub-contractors house brand of the equivalent item if available. This pricing program works very well as a comparative based on products with equal form, fit, and function. Our pricing program for equivalent products is currently being utilized for healthcare and public sector GPO contracts nationwide with sales of over \$300,000,000.00 annually.

◆ Warranty

ØØ 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

ØØ 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.

NCPA agrees to indemnify, defend and save harmless WAXIE Sanitary Supply, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the District's agents, employees or subcontractor's misuse of products, equipment or any items purchased under the terms of this contract. WAXIE cannot accept liability for improper handling, storage, transportation, installation, in-situ maintenance, removal or disposal of products after delivery.

◆ Franchise Tax

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

◆ Supplemental Agreements

ØØ 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

ØØ 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

ØØ 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

ØØ 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

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

◆ Force Majeure

ØØ 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.

ØØ 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



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

ØØ 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

ØØ 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

ØØ 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).

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

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# Process

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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
  - ØØ 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
  - ØØ The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.
- ◆ Contract Waiver
  - ØØ 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
  - ØØ 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
  - ØØ 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
  - ØØ 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
  - ØØ The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 – \$100 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
  - ØØ 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

ØØ 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

ØØ 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

ØØ 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

ØØ 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

ØØ 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

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- ◆ Pricing (40 points)
    - ØØ 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)
    - Ø Product Delivery within participating entities specified parameters
    - Ø Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
    - Ø Vendor's ability to perform towards above requirements and desired specifications.
    - Ø Quantity of line items available that are commonly purchased by the entity.
    - Ø Quality of line items available compared to normal participating entity standards.
  - ◆ References (15 points)
    - ØØ 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)
    - ØØ Electronic on-line catalog, order entry use by and suitability for the entity's needs
    - ØØ Quality of vendor's on-line resources for NCPA members.
    - ØØ Specifications and features offered by respondent's products and/or services
  - ◆ Value Added Services Description, Products and/or Services (10 points)
    - ØØ Marketing and Training
    - ØØ Customer Service
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# Signature Form

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

Prices are guaranteed: **120 days**

Company name	WAXIE Enterprises, Inc. dba WAXIE Sanitary Supply
Address	9353 Waxie Way
City/State/Zip	San Diego, CA 92123
Telephone No.	1-800-544-8054
Fax No.	1-858-279-6311
Email address	<a href="mailto:mmuscara@WAXIE.com">mmuscara@WAXIE.com</a>
Printed name	Mike Muscara
Position with company	Corporate Accounts Director
Authorized signature	 _____



## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of November 1<sup>st</sup>, 2012, by and between National Cooperative Purchasing Alliance ("NCPA") and WAXIE Sanitary Supply ("Vendor").

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated November 1<sup>st</sup>, 2012, referenced as Contract Number 02-09, 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 Janitorial Supplies, Equipment, Maintenance & Repair;

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**

☐ Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis.

<u><b>Annual Sales Through Contract</b></u>	<u><b>Administrative Fee</b></u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

☐ 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.

- ☐ 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:

Vendor Name

NCPA Report

Month or Quarter

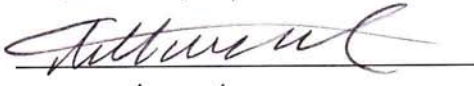
Entity Name	Zip Code	State	PO or Job #	Sale Amount


Total \_\_\_\_\_

◆ General Provisions

- ☐ This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- ☐ Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA. WAXIE Sanitary Supply requests reciprocal rights to approve the use of the WAXIE name and logo prior to NCPA utilizing it in any manner.
- ☐ 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.  
WAXIE Sanitary Supply requests that the assignment clause be reciprocal for both parties.
- ☐ 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: 11/1/2012

**Vendor:** WAXIE Sanitary Supply \_\_\_\_\_  
Name: Mike Muscara  
Title: Corporate Accounts Director  
Address: 9353 WAXIE Way  
San Diego, CA 92123  
Signature:   
Date: October 22, 2012



## Tab 3 – Vendor Questionnaire

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

◆ States Covered

ØØ Bidder must indicate any and all states where products and services can be offered.

ØØ 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 checked="" 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 checked="" type="checkbox"/> California	<input type="checkbox"/> Mississippi	<input checked="" type="checkbox"/> Utah
<input checked="" 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 checked="" type="checkbox"/> Washington
<input type="checkbox"/> District of Columbia	<input checked="" 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 checked="" 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 checked="" 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)

American Samoa  
Northern Mariana Islands  
Federated States of Micronesia  
Puerto Rico  
Guam  
U.S. Virgin Islands  
Midway Islands

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

ØØ 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 **N/A**

§§ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB **N/A**

◆ **Residency**

ØØ Responding Company's principal place of business is in the city of San Diego,  
State of CA

◆ **Felony Conviction Notice**

ØØ 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

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

ØØ Provide company contact information for the following:

§§ **Sales Reports / Accounts Payable**

Contact Person: David Valenzuela Sales Reports/ Marco Morlett A/P

Title: Corporate Accounts Data Analyst/ Corporate Accounts Service Manager

Company: WAXIE Sanitary Supply

Address: 9353 WAXIE Way

City: San Diego State: CA Zip: 92123

Phone: 1-800-544-8054 x649/x613 Email: dvalenzuela@WAXIE.com/mmorlett@WAXIE.com

§§ Purchase Orders

Contact Person: Emmanuel Zepeda (Manny) \_\_\_\_\_  
Title: Corporate Accounts Administrator \_\_\_\_\_  
Company: WAXIE Sanitary Supply \_\_\_\_\_  
Address: 9353 WAXIE Way \_\_\_\_\_  
City: San Diego \_\_\_\_\_ State: CA \_\_\_\_\_ Zip: 92123 \_\_\_\_\_  
Phone: 1-800-544-8054 x204 \_\_\_\_\_ Email: ezepeda@WAXIE.com \_\_\_\_\_

§§ Sales and Marketing

Contact Person: Mike Muscara \_\_\_\_\_  
Title: Corporate Accounts Director \_\_\_\_\_  
Company: WAXIE Sanitary Supply \_\_\_\_\_  
Address: 4136 E. McDowell Road \_\_\_\_\_  
City: Mesa \_\_\_\_\_ State: AZ \_\_\_\_\_ Zip: 85215 \_\_\_\_\_  
Phone: 1-800-544-8054 x641 \_\_\_\_\_ Email: mmuscara@WAXIE.com \_\_\_\_\_

◆ Pricing Information

ØØ 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

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

☒ Yes ☐ No

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

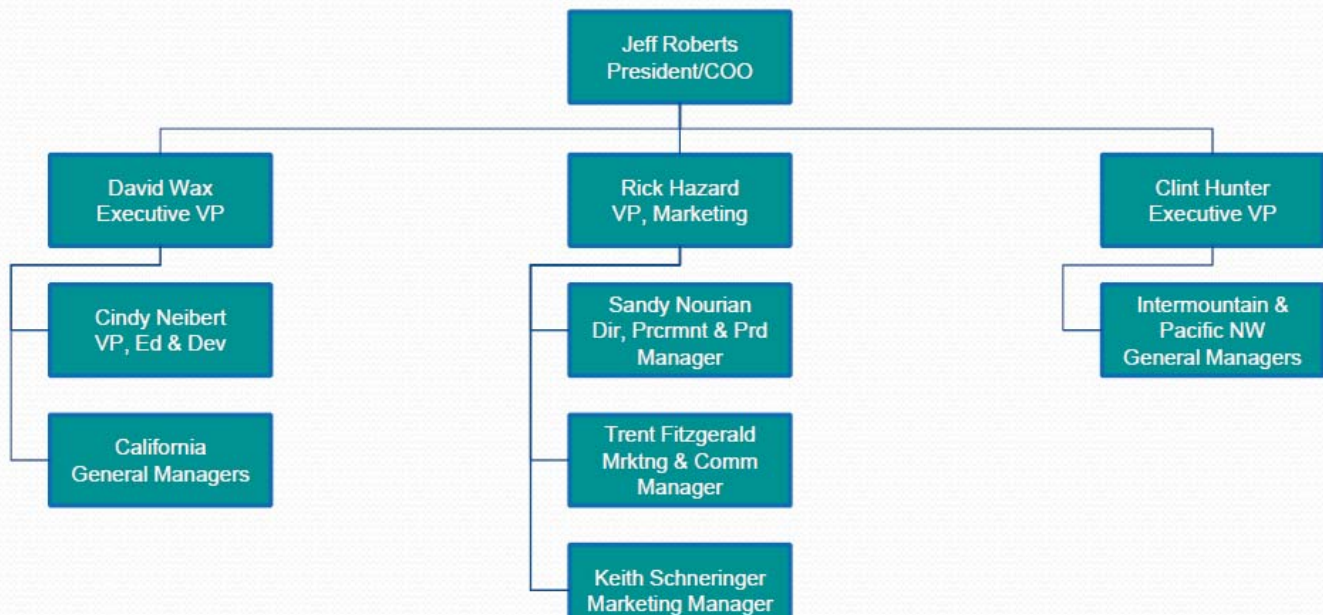
☒ Yes ☐ No

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# Tab 4 – Vendor Profile

Please provide the following information about your company:



Waxie Sanitary Supply  
National Staffing Plan for US Communities Janitorial Supplies Contract

President and COO	
Jeff Roberts	
10%	
Director Contract Compliance	Vice President Corporate and Strategic Accounts
Steve Thomas	Jim Fischer
25%	25%
Corporate Accounts Customer Service MGR	National Account Manager
Marco Morlett	Michael Muscara
25%	75%
Corporate Accounts Pricing Coordinator	
Jorge Vazquez	
50%	

Jeff Roberts, President and Chief Operating Officer is closely involved in the overall sales strategy for tax supported business and will be involved directly monitorin sales and administrative performance.

Jim Fischer, Vice President Corporate and Strategic Accounts will spend up to 25% of his time directly supporting the efforts of the National Account Manager with internal assistance as well as new fulfillment agent development.

Mike Muscara, Corporate Account Director will be spending 75% of his time coordinating contract education, marketing, high profile client sales and presentations and negotiating agency agreements for contract expansion.

Corporate Compliance and Customer Service functions dedicate 1/4 of their time to tax supported business of which US Communities new and converted business is expected to take up the majority of the time.

Regional Sales Managers will be committing an average of 25% of their time to US Communities project.

Sales Managers and Sales Representatives below dedicate 100% of their time to tax supported accounts 50% of which will be allocated to US Communities account conversions and new business growth.

Robert Sundberg	Eric Frei	Jeff Blodgett	Gary Faleschini	Nic Rosner	Don Lloyd	Angelique Gold	Greg Taylor	Theresa Cummins	Jeremy Eaton	Brent Taylor	Nena Smith	TBD	TBD	TBD	TBD	50%
Alaska Contract Sales Manager	Arizona Contract Sales Manager	San Diego California Contract Sales Managers	Northern California Contract Sales Managers	Santa Ana California Contract Sales Managers	LA/Ontario California Contract Sales Managers	Colorado Contract Sales Manager	Idaho Contract Sales Manager	Nevada Contract Sales Manager	Oregon Contract Sales Manager	Utah Contract Sales Manager	Washington Contract Sales Manager	Mid West Contract Sales Agent	South East Contract Sales Manager	Texas Contract Sales Manager	Northeast Contract Sales Manager	
Dustin Morris	Dan Barnett	Anthony Monzo	Armando Soto	Ed Kaplowitz	AJ Estermyer	Ben Bell	Tyler Hill	Lynn Witbeck	Brian Smith	Dave Hansen	Bruce Patin					
Mark Juvinall	Dan Barnett	Bob Molain	Cindy LaCasse	John Torgerson	Andrew Wolf SM	Bruce Rendon			Lisa Voeltz	Charlie Black	Paul Rebner					
Roger Stephens	Dan Johnson	Brian Bogle	Dan Green	Luis Marquez	Chris Bonnaud	Dan Bauer										
	Jim O'Dell SM	Chris Sparley	Francisco Mirani	Mark Petty	Greg Silber	Dan Skvarca										
	Kim Dougherty	Don Keith	Freddy Estrella	Mike Gould SM	Jay Johnson	Jason Reinke										
	Laura Chapnek	Ed Williams	John Strickland		Jeff Kothe	Kevin Hagar										
	Terry Kearns	Kam Kamali	Kurt Lang		Jon Nekovar	Nancy Anderson										
		Kelly Cavier	Marklin Alford		Stacy Main	Tim O'Brien										
		Lily Laranaga	Penny Meehan		Steve Skarbek											
		Rich Macho	Scott Jackson		Tom Lavoise											
		Pick Hawkins SM	Scott Jackson													
		Steve McCully	Suzanne Garcia													

Terri Byrd, Operations Manager – ONT; tbyrd@WAXIE.com  
Lyle Christofferson, Operations Manager – SLC; lchristofferson@WAXIE.com  
Chris Gowen, Assistant Operations Manager – ANC ;cgowen@WAXIE.com  
Mat Hamilton, Operations Manager – SEA ;mhamilton@WAXIE.com  
Daniel Hammer, Lead Operations Assistant – BOI ;dhammer@WAXIE.com  
Eric Hartman, Operations Supervisor – CS;ehartman@WAXIE.com  
Gene Kearns, Operations Manager – PHX;gkearns@WAXIE.com  
Matt LaCivita, Operations Manager – NC;mlacivita@WAXIE.com  
Michele Loudermilk, Operations Supervisor – TUC;mloudermilk@WAXIE.com  
Laura Maloney, Operations Manager – SA ;lmaloney@WAXIE.com  
Kyle Norton, Operations Manager – LV ;knorton@WAXIE.com  
Craig Olsen, Lead Operations Assistant – STG ;colsen@WAXIE.com  
Tiffany Simmons, Operations Manager – DV;tsimmons@WAXIE.com  
Skip Willis, Operations Manager – SD;swillis@WAXIE.com  
Isaac Grijalva – Lead Operations Assistant – IF;igrijalva@WAXIE.com  
Eddie Azucena– Lead Operations Assistant–PO;eazucena@WAXIE.com

- ◆ Who is your competition in the marketplace?

Based on overall revenue, WAXIE is the largest provider of janitorial supplies in the Western United States.

[illegible]

◆ What differentiates your company from competitors?

WAXIE Sanitary Supply brings a proven record of implementing complex group purchasing contracts in the public sector rapidly and effectively. WAXIE Sanitary Supply has grown public sector group purchasing contracts that are national in scope to over \$60,000,000.00 in sales from zero in just the past six years. This growth has been regional, nearly all in the nine western states we operate in. WAXIE Sanitary Supply can now project that success to all fifty states through our subcontracting partners.

WAXIE Sanitary Supply has access to the most sophisticated market intelligence data available through our participation in several bid and market research contracts including BidSync, Onvia, Precision Data, Ariba, and others. This allows us to proactively plan for opportunities in the public sector and deliver contract solutions to all our public sector clients.

WAXIE Sanitary Supply has a vertical market trained, and focused, outside sales and customer maintenance program. This assures public sector clients that our people know not only all of the technical aspects of cleaning, safety, lighting, equipment, and other supplies but also have a well rounded knowledge of public sector purchasing and its unique requirements.

◆ Describe how your company will market this contract if awarded.

WAXIE Sanitary Supply will utilize the following marketing tools to educate our customers and all public sector customers about the value of the NCPA contract.

1. Direct electronic marketing to current and future customers via email.
2. Sales force in WAXIE Sanitary Supply's nine state regions of 85 public sectors focused and trained consultants with advanced market intelligence information making calls directly on existing business for conversion, and new accounts that are eligible and available to convert. Since we know all of the current contract expiration dates we will be able to aggressively market the NCPA contract
3. Attendance at industry trade shows with banner stands showing our NCPA contract.
4. Offering NCPA to all current public sector customers as an immediate or long term option. We will not however change a customer from a current agreement, local or national without their express permission.

◆ Describe how you intend to introduce NCPA to your company.

WAXIE Sanitary Supply is already engaged with NCPA response at the executive level. All senior executives including the Chairman and CEO, President, both Executive Vice President and the General Managers, have been briefed on our opportunity with NCPA. Upon award an NCPA contract overview seminar will be broadcast to all WAXIE locations utilizing our teleconferencing system. All participating public sector sales and customer service personnel will be required to attend as well as all operations managers, warehouse managers, local purchasers and local accounts receivable personnel.

Immediately upon completion of the seminar the NCPA contract administrator will visit each WAXIE Inventory Center to review the operational aspects of the contract and to finalize NCPA market target lists

◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

WAXIE has a number of different options to support order fulfillment. Our main web-based tool is a full-featured online ordering website ([online.WAXIE.com](http://online.WAXIE.com)) which contains real time pricing, product availability, and historical order lookup, contract price lists, and product images, extended product descriptions, MSDS sheets. This online ordering system contains the standard features available on most websites and it has advanced functionality such as order approvals, ship-to level budgeting and spend management, unlimited user definable shopping lists, visibility on all searches for core/non-core items and the ability to restrict certain users to order only off the "Core" item list while allowing other users to order all items. This web functionality also allows a customer to access WAXIE's website through an XML-based direct connect (Punchout) between the customer's system and WAXIE's web servers. The Punchout protocol ensures the customer's backend systems have visibility to the items that are being ordered and the expected delivery dates.

WAXIE also offers traditional EDI, AS2, and XML, email, fax and phone alternatives for customers to place their orders. The ability to accept procurement cards and credit cards is available on all order entry methods with the exception of EDI. If EDI is utilized, a default procurement card can be stored in an encrypted, tokenized form within WAXIE's servers and can be used for all orders particular to a given ship-to. WAXIE would also warn against using email or fax, due to PCI data security standards if p-cards are going to be sent with each order.

WAXIE's authorization process allows a user to have a different approver hierarchy based on order size and approvals can be tiered based when multiple approvals are needed for final submission of the order. WAXIE's Spend Management allows the customer to create ship-to level budgets which are shown throughout the website and informs the user throughout the order process where they are from a spend standpoint in relationship to the period budget. Budgets can be entered by month, quarter, and year and via PO. WAXIE's product restriction functionality can prevent users from ordering non-core or non-contract items while allowing super users the ability to order from WAXIE's entire product catalog. This helps WAXIE customers ensure their purchases are being made for the right products.

WAXIE has many customers using Punchout. Our Punchout customers vary greatly in spend and order frequency range and it's typical that all of a Punchout customer's order volume will go through Punchout and in some cases our customers have asked us to disable their user's web ID's once the customer has moved to a Punchout ordering platform. One of our larger Punchout customers is The San Diego Unified School District with sales of \$3,307,216 and 5,284 orders processed through Punchout in the last 18 months. For the same time period the University of California sites in Davis, Irvine, Hastings, San Diego, Berkeley and Santa Barbara had Punchout sales of \$2,338,101 or 6,946 orders.

Web@Work e-commerce platform that can be customized for your needs, including real-time inventory availability, multiple level approval options and user Spend Management in addition to typical web ordering platforms. WAXIE's Web@Work online ordering has the features of a Web-based catalog, contract pricing available online, order status/tracking, order history (by cost center), product availability, product technical data, illustrations, material safety data sheets (MSDS) and WAXIE has an online help desk.

In Summary, WAXIE Web@Work has the following e-commerce capabilities to allow access all account information online:

This information includes but is not limited to:

Real-time inventory levels at the appropriate shipping locations

- Real-time order status
- Accounts receivable information
- Real-time open invoices
- Real-time paid invoices with detailed payment history and information
- Ability to research previous order information
- Ability to research product usage by ship-to and export data
- Ability to place orders online with secured checkout
- Custom shopping lists
- Access to MSDS 7/24
- Detailed product information including pictures and specifications
- Suggested alternate and replacement items
- Ability to use procurement/credit cards
- Ability to have multiple order approval levels
- Multiple email confirmations
- Search and order by either customer item number or vendor item number
- Select multiple shipping locations by user
- Ability to utilize General Ledger numbers for each item
- Option to hide product pricing from specified users
- Budget control by month or by order
- Product purchase restrictions

◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

WAXIE will designate a single point of contact for the NCPA portfolio and an individual consultant for each location. The Sales Consultant, Sales Manager and General Manager will be onsite as often as required. In addition a Corporate Government Specialist will be available as necessary to ensure quality service and end-user satisfaction. Additionally, the consultant will educate appropriate staff on best practices, industry innovation, and product applications.

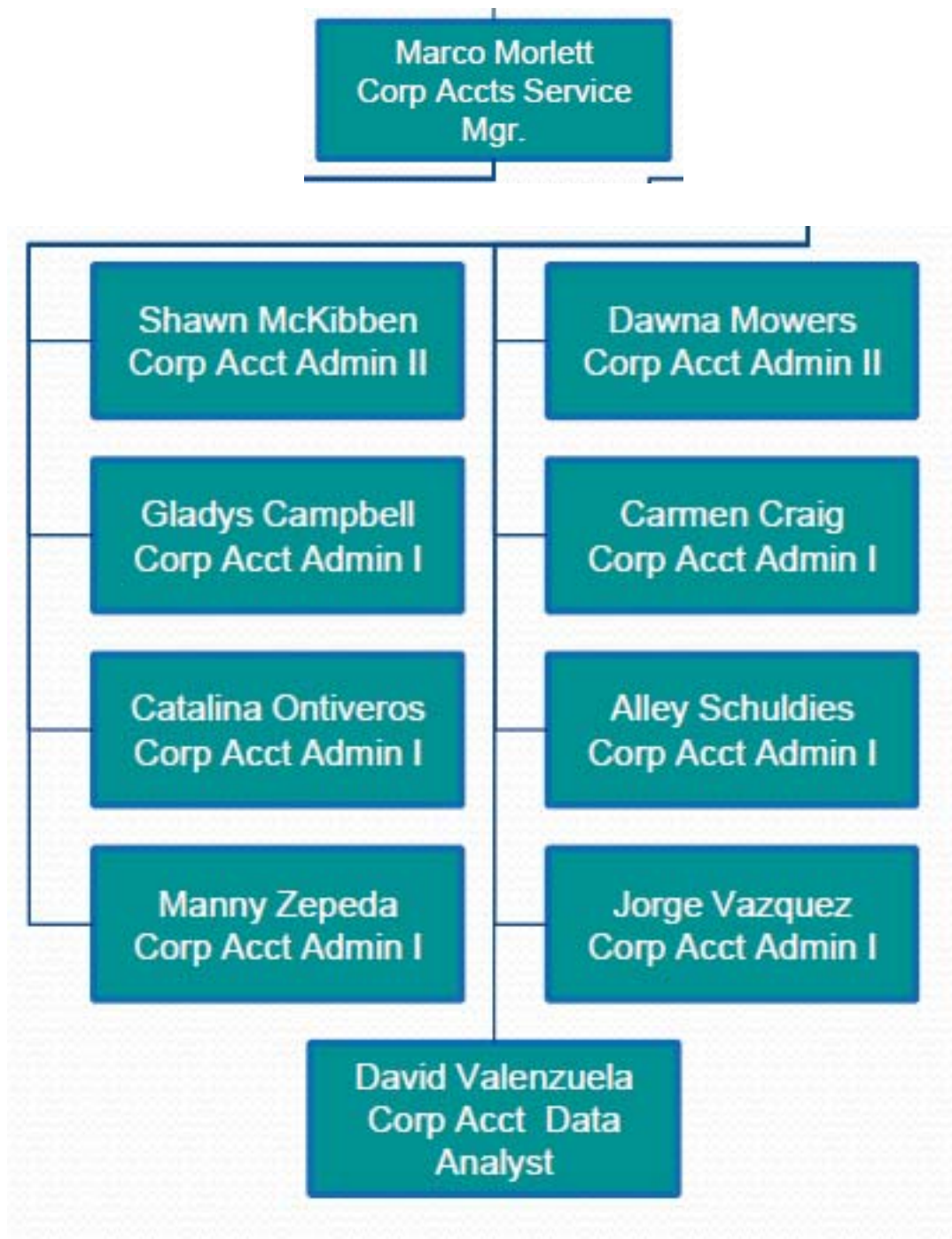
NCPA consultant can assist, if required, in setting par levels for products and completely handle any transition of business between vendors. Orders can be placed in person, via phone, email, fax, internet, or through EDI. You will also have a Corporate Account Administrator at our headquarters that will be responsible for administering pricing and performing account maintenance. We will tailor customer service support to meet your requirements. If you prefer one point of contact we can arrange for that or if you prefer multiple points of contact we can arrange for that as well.

Quarterly or semi-annual meetings will be held with appropriate NCPA personnel to discuss KPIs and areas for improvement. WAXIE has a tremendous emergency response capability because of our warehouse locations, product stock levels, and customer service/consultant availability. In many locations, WAXIE has been designated as an emergency response resource for municipalities. Same-day deliveries are even possible when absolutely necessary.

Service Centers: WAXIE has a service center in each of the nine main inventory centers. Hours of operation are 8am to 5pm local time. Each service center is fully equipped and staffed daily with access to local parts inventory between \$50,000.00 and \$250,000.00. Quick shipment of parts is available through most major participating manufacturers. Parts, specifications and repair instructions are all computerized for all manufacturers.

Outside repair services are handled by Nilfisk-Advance national service program or USA Clean service. Contract pricing for these services are being negotiated. Customer Service Support staff is available by phone Monday-Friday 8am to 5pm local time however the Sales Consultant is available 24/7/365 for emergency service as needed. All Customer Service staff members have an assigned back up that is familiar with their assigned customers and able to assist.







## ◆ GREEN Initiatives

ØØAs our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or GREEN initiative.

WAXIE Sanitary Supply is committed to being a leader to promote responsible business practices that support sustainable communities that are secure, economically prosperous, environmentally responsible and healthy places in which to live and work. Sustainability has emerged as a global theme of the 21st century – it is a concept that balances the interconnectedness of the environment, the economy and our quality of life and that recognizes the importance of our stewardship over each. WAXIE shares the goal of establishing partnerships to advance education, communication, business best practices, policies, research, technologies and programs to support a more sustainable region for all generations. WAXIE's commitment to sustainability in general and GREEN cleaning (or effective cleaning that protects human health without harming the environment) in particular is demonstrated by a number of actions, including:

- a. WAXIE is a member of the U.S GREEN Building Council (USGBC) – with two (2) company buildings earning LEED Silver certification
- b. WAXIE San Diego Headquarters and Inventory Center achieved Energy Star certification 2012
- c. WAXIE Santa Ana Inventory Center installed solar panels 2012
- d. A WAXIE employee sits on the Board of Directors for the San Diego chapter of USGBC, and serves as the chapter's Immediate Past President and point of contact for LEED EBOM
- e. Ten (10) WAXIE employees are LEED® Accredited Professionals and three (3) are LEED GA
- f. Thirty-one (31) WAXIE employees are CIMS-GB ISSA Certification Experts
- g. WAXIE is a charter signatory of the San Diego Regional Sustainability Partnership ([www.sdrsp.org](http://www.sdrsp.org))
- h. WAXIE has a broad selection of environmentally preferable products (including numerous WAXIE private labeled cleaning products) that have received certifications from GREEN Seal, EcoLogo and Scientific Certification Systems, or have been formulated in partnership with EPA Design for the Environment (DfE). Over 400 "GREEN" products are offered to NCPA contract users.
- i. WAXIE has developed GREEN Partner Support™ (GPS®) to assist GREEN-committed end-user customers implement more effective GREEN cleaning programs
- j. WAXIE was on Technical Committees for development of ISSA Cleaning Industry Management Standard (CIMS and CIMS-GB), and a participating stakeholder in the Standard Development Team for the GREEN Seal "GREEN Cleaning Services Standard" (GS-42) and revision of Industrial and Institutional Cleaners (GS-37)
- k. WAXIE has conducted numerous "GREEN Cleaning Seminars" at WAXIE branches in San Diego, Santa Ana, Ontario, Los Angeles, Palm Springs, San Francisco, Tempe, Tucson, Las Vegas, Salt Lake City, Portland, Seattle, Colorado Springs and Denver
- l. WAXIE representatives have been asked to speak at functions for organizations such as USGBC, BOMA, IFMA, PABSCO, ISSA, SCSSA, SDEP, HPSI and CURB on the subjects of GREEN cleaning, LEED or sustainability
- m. WAXIE consultants have assisted with GREEN cleaning needs of several LEED projects
- n. WAXIE Desk Calendars and Product Catalogs and product literature printed with postconsumer recycled content using soy based inks; GREEN section of catalog and website developed to provide customer education and promote GREEN purchasing
- o. Sponsor and host for LEED for Existing Buildings Technical Review Workshops and other LEED EBOM Educational Series in partnership with USGBC chapter
- p. Delivery routes planned with routing software that minimizes travel time, resulting in less fuel consumption and vehicle emissions – also pilot in place for hybrid delivery trucks for some routes to further decrease fuel consumption and vehicle emissions
- q. WAXIE Santa Ana deployed CNG truck for route resulting in reduced gas usage and emissions
- r. Recycling and waste diversion program for corrugated, shrink wrap and pallets, as well as other ongoing consumables, durable goods and facility alterations
- s. GREEN Cleaning Policy, Recycling Policy, and water conserving devices installed in restrooms
- t. Video conferencing technology utilized to decrease need for face-to-face meetings
- u. Web@work e-commerce platform and eInvoicing promoted to minimize paper usage
- v. RFP technology utilized for inventory control to minimize paper usage

WAXIE Sanitary Supply distributes over 4500 products, and close to 20% of those products can be identified as either being third-party certified (GREEN Seal, EcoLogo, EPA DfE, SCS, CACC, CRI), or having an environmentally preferable attribute (such as containing post-consumer recycled content which meets EPA CPG), or being a product which would contribute to water conservation (waterfree urinal) or help to divert waste from the landfill (recycling containers).

WAXIE continually evaluates its product mix, and has proactively converted products to a more environmentally preferable alternative while simultaneously phasing out the more “traditional” incumbent products – the goal is to provide our customers with product options which can contribute to an effective GREEN cleaning program and do not compromise on performance, health & safety, environmental impact or price.

Historically WAXIE has achieved GREEN spend on public sector GPO contracts in excess of 40% through focused sales efforts and incentives for customers to purchase GREEN products. WAXIE has achieved GREEN spend of 80% and more at several customers that have focused their environmental services departments toward a complete GREEN strategy.



### Green Partner Support™ (GPS®) is...

a comprehensive approach to helping our customers clean to protect health without harming the environment

**GPS** encompasses all aspects of the cleaning process and seeks to have a positive effect on the health of building occupants and cleaning personnel, while also striving to minimize any negative effects on the environment

**GPS** is ongoing support from WAXIE that consists of a combination of proper cleaning procedures, processes and planning to safely and effectively clean buildings, as well as the cleaning chemicals, equipment, and accessories required to perform the cleaning function

**GPS** is a blueprint for best practices, is continually seeking improvements, and adopts from *Executive Order 13101* the definition of environmentally preferable as "products and services that have a lesser or reduced effect on human health and the environment when *compared* with competing products and services that serve the same purpose"

**GPS** identifies third party certifications whenever available to substantiate environmentally preferable claims (such as EPA Comprehensive Procurement Guidelines, EPA DfE, Green Seal, Carpet & Rug Institute Green Label, Leadership in Energy and Environmental Design (LEED), etc.) and includes the demonstrated knowledge of twelve (12) LEED® Accredited Professionals employed by WAXIE

**GPS** also addresses worker safety, worker training, building occupant recycling programs, preventative maintenance, and internal and external communication of cleaning policy

**GPS** is a collaboration and partnership between WAXIE and its green-committed end-user customers

**GPS** focuses on people

**GPS** considers the building as a whole

**GPS** cleans for health and appearance

**GPS** uses safer products and processes



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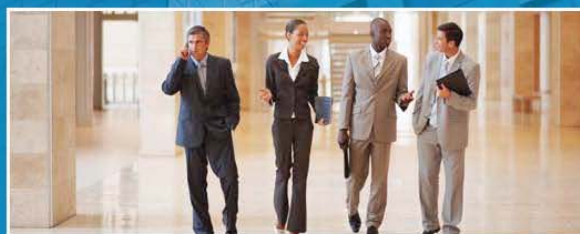
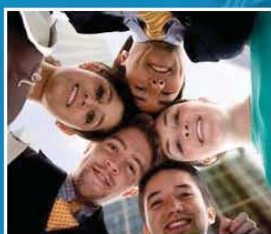
## GREEN PARTNER SUPPORT™

Guides You On The Path To More Sustainable Cleaning Solutions



### CONTENTS

An Introduction to GPS® Green Partner Support™ from WAXIE .....	2
Green Info .....	6
GPS® Suite of Tools .....	13
WAXIE-Green .....	14
<b>STEP 1: Cleaning Chemicals</b> .....	20
WAXIE Dilution Control Systems .....	20
3M™ Twist 'n Fill™ Cleaning Management System .....	24
Diversey™ Dilution Control Systems .....	25
Stearns Premeasured Products .....	26
Hard Floor Care .....	27
Carpet Care .....	28
Restroom Care .....	29
Specialty Supplies .....	32
Industrial Supplies .....	33
Laundry & Kitchen Products .....	34
<b>STEP 2: Cleaning Tools &amp; Equipment</b> .....	35
Microfiber Products .....	35
Chemical Free Cleaning Tools .....	39
Vacuum Cleaners .....	40
Carpet Extractors .....	48
Floor Burnishers .....	51
Chemical Metering .....	53
Other Equipment .....	54
Hand Dryers .....	55
<b>STEP 3: Entryway Matting Systems &amp; Building Site Maintenance</b> .....	56
Entryway Matting Systems .....	56
Building Site Maintenance .....	57
Light Bulbs .....	58
<b>STEP 4: Recycling</b> .....	59
Recycling Containers .....	59
Recycling Kits - Battery & Lighting .....	59
<b>STEP 5: Sanitary Paper Products &amp; Trash Liners</b> .....	60
Sanitary Paper Products .....	60
Trash Liners .....	68
<b>STEP 6: Water Efficient Accessories</b> .....	70
Restroom Accessories .....	70
<b>STEP 7: Workplace Wellness</b> .....	73
Hand Soaps .....	73
Hand Sanitizers .....	79
<b>STEP 8: Stewardship &amp; Continuous Improvement</b> .....	82



## GPS Guides You On The Path To

GREEN PARTNER SUPPORT



### CLEANING CHEMICALS



## STEP 1

Start with low environmental impact cleaning chemicals and dispensing systems, including third-party certified (i.e. Green Seal, EcoLogo, Scientific Certification Systems) and biobased chemicals, and other products with a more environmentally preferable profile (i.e. EPA DfE).



### CLEANING TOOLS & EQUIPMENT



## STEP 2

Utilize low environmental impact cleaning tools and equipment, including vacuum cleaners and carpet extractors certified by the Carpet & Rug Institute, microfiber technology and much more.



### ENTRYWAY MATTING SYSTEMS & BUILDING SITE MAINTENANCE



## STEP 3

Reduce the amount of dirt entering the building and develop cleaning strategies to maintain your entryway systems as well as exterior walkways.



### RECYCLING



## STEP 4

Divert waste from landfills with a recycling program for paper, plastic & glass, as well as light bulbs and batteries.



## More Sustainable Cleaning Solutions



**STEWARDSHIP  
&  
CONTINUOUS  
IMPROVEMENT**



**STEP 8**

Partner with WAXIE to implement and communicate low environmental impact cleaning policy and training. Commit to continued improvement in your maintenance operation, implement an Environmental Management System (EMS) and pursue LEED® certification for your building. Start with a Green Cleaning Site Survey from WAXIE.

GREEN PARTNER SUPPORT



**WORKPLACE  
WELLNESS**



**STEP 7**

Fight the spread of germs in your workplace through hand washing and use of hand sanitizers.



**SANITARY  
PAPER  
PRODUCTS &  
TRASH LINERS**



**STEP 5**

Promote source reduction and use products that are third-party certified (i.e. Green Seal, EcoLogo, Scientific Certification Systems), meet EPA guidelines for post-consumer recycled content, or are derived from rapidly renewable resources.



**WATER  
EFFICIENT  
ACCESSORIES**



**STEP 6**

Conserve water and increase hygiene with no-touch restroom accessories.





## Sustainable Cleaning Solutions Focused on Your Triple Bottom Line

Promote safer & healthier  
work environments

Reduce environmental impacts

Increase workplace wellness  
and productivity

### WAXIE's GPS® Green Partner Support™

- WAXIE's comprehensive approach to cleaning green
- Low environment impact cleaning products, tools, equipment and training
- Contributes credits for your LEED® project and CIMS-GB certification
- Effective cleaning that protects health without harming the environment



Protect Health



Reduce Impact



Increase Productivity



## GPS® GREEN PARTNER SUPPORT™

GPS Green Partner Support is a comprehensive approach to helping our customers clean green. GPS encompasses all aspects of the cleaning process and seeks to have a positive effect on the health of building occupants and cleaning personnel, while also striving to minimize any negative effects on the environment.

GPS is ongoing support from WAXIE that consists of a combination of proper cleaning procedures, processes and planning to safely and effectively clean buildings, as well as the cleaning chemicals, equipment, and accessories required to perform the cleaning function.

GPS is a blueprint for best practices, is continually seeking improvements, and considers the definition of environmentally preferable to be *“products and services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose”*.

GPS identifies third-party certifications and guidelines whenever available to substantiate environmentally preferable claims (such as EPA Comprehensive Procurement Guidelines, EPA DfE, EcoLogo, Green Seal, SCS Certified (Green Cross), Carpet & Rug Institute Green Label, Leadership in Energy and Environmental Design (LEED®), etc.) and includes the demonstrated knowledge of LEED Accredited Professionals employed by WAXIE. GPS is a collaboration and partnership between WAXIE, its customer partners, and its manufacturer partners, and includes everything you need to clean when you want to go green.

**WAXIE offers GPS Green Partner Support for its green-committed end user customers who would like to collaborate on implementing a green cleaning program that combines environmentally preferred products with good sound cleaning procedures, training and expertise to create an effective and safe cleaning program.**

## GREEN CLEANING

Green cleaning can be defined as “effective cleaning that protects health without harming the environment.”

The federal government first defined “green” and “environmentally preferred purchasing” as *“...products and services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose”* with Executive Order 13101 in 1998.

This executive order has subsequently been superseded since 2007 by Executive Order 13423, which places additional emphasis on issues of sustainability and also considers product life cycles.

A holistic approach to green cleaning will incorporate solutions that consider human health and environmental impacts in a way that thoughtfully addresses:

- products, equipment and tools
- processes and procedures
- commitment to continuous improvement

**WAXIE offers GPS Green Partner Support for customers looking for a comprehensive approach to cleaning green.**







## USGBC AND LEED®



USGBC (U.S. Green Building Council) is a non-profit organization of representatives from across the building industry leading a national consensus for producing a new generation of buildings that deliver high-performance inside and out. USGBC's mission is *"to promote buildings that are environmentally responsible, profitable and healthy places to live and work."*

USGBC has developed the LEED (Leadership in Energy & Environmental Design) Green Building Rating System, which is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. LEED was created to define "green building" by establishing a common standard of measurement and to stimulate "green competition."

A LEED for Existing Building: Operations & Maintenance (LEED EB:OM) project can earn credits toward green building certification by implementing a green cleaning program, and a LEED for New Construction project can earn an innovation credit by submitting a written green cleaning policy.

Even if your facility is not pursuing LEED certification, LEED EB:OM can still be used as a guide to describe best practices in operations and maintenance of a facility. For more information, visit [www.usgbc.org](http://www.usgbc.org).

**WAXIE is a member of USGBC, employs several LEED Accredited Professionals and has two company Inventory Centers that have achieved LEED Silver Certification. GPS Green Partner Support serves as a guide for facilities looking to implement a low environmental impact cleaning program, and has successfully contributed to several LEED projects.**

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## ECOLOGO<sup>CM</sup>



EcoLogo is a third-party ecolabeling program and the first standard in North America approved by the Global Ecolabelling Network, an international association of ecolabelling programs, as meeting the ISO 14024 environmental labelling standard. Like the U.S. government's Energy Star Program, EcoLogo was originally founded by the Canadian government and is now widely used across North America.

EcoLogo provides a market incentive to manufacturers and suppliers of environmentally preferable products and services in more than 120 product categories (more than 7,000 products currently certified), and thereby helps purchasers, consumers identify products and services that are less harmful to human health and the environment. EcoLogo certification provides the assurance that those products and services meet stringent environmental standards that have been verified by a third party auditor.

EcoLogo has many standards for cleaning products including Hardsurface Cleaners (CCD-146), Floor Care Products (CCD-147), Hand Cleaners (CCD-104), Biologically-Based Cleaning & Degreasing Compounds (CCD-110), Carpet & Upholstery Cleaners (CCD-148), among many others. EcoLogo was established in 1988 and today is one of the most recognizable ecolabels in North America.

EcoLogo certification is referenced as a requirement to meet for several categories of cleaning products in the Sustainable Cleaning Products and Materials section of the LEED for Existing Buildings: Operations & Maintenance (LEED EB:OM) Green Building Rating System. For more information, visit [www.ecologo.org](http://www.ecologo.org).

**WAXIE has several EcoLogo products to choose from, including all-purpose cleaners, glass cleaners, neutral floor cleaners, bathroom cleaners, hand soaps, floor finishes, floor finish enhancers, floor strippers, paper towels and bath tissue.**

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## GREEN SEAL



Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal's mission: *"To achieve a more sustainable world by promoting environmentally responsible production, purchasing and products."* Green Seal has standards for several categories including Sanitary Paper Products (GS-01), Industrial & Institutional Cleaners (GS-37), Industrial & Institutional Floor Care Products (GS-40), and Industrial & Institutional Hand Cleaners (GS-41), just to name a few.

Green Seal certifies products and services that meet certain performance and environmental impact qualifications. Green Seal is referenced as a requirement to meet in the Sustainable Cleaning Products and Materials section of the LEED for Existing Buildings: Operations & Maintenance (LEED EB:OM) Green Building Rating System. For more information, visit [www.greenseal.org](http://www.greenseal.org).

**WAXIE has several Green Seal certified products to choose from, including all-purpose cleaners, glass cleaners, neutral floor cleaners, bathroom cleaners, hand soaps, floor finishes, floor finish enhancers, floor strippers, paper towels and bath tissue.**

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## ISSA CIMS-GB



The ISSA Cleaning Industry Management Standard (CIMS) sets forth a management framework designed to assist building service contractors and in-house service providers develop quality, customer-centered organizations and is based on universally-accepted principles that have proven to be the hallmarks of well-managed, successful cleaning operations.

To help meet the growing demand for green and "Leadership in Energy and Environmental Design" (LEED) certification, the Cleaning Industry Management Standard & Certification Program has been expanded to include new "Green Building" (GB) criteria and a new optional GB designation.

Implemented as the sixth dimension of CIMS, the new criteria and designation offer cleaning organizations a certification that is closely tailored to provide their customers with precisely what they need to secure points under the LEED for Existing Buildings: Operations and Maintenance (LEED EB:OM) Green Building Rating System, while greening their operations overall. As such, CIMS-GB certification demonstrates an organization's capability to assist customers in achieving LEED EB:OM points and offers customers assurance that the organization they select is prepared to partner with them in the LEED process. For more information, visit [www.issa.com/cims](http://www.issa.com/cims).



WAXIE is a member of ISSA and employs CIMS-GB ISSA Certification Experts to help customers achieve CIMS and CIMS-GB certification. GPS Green Partner Support serves as a guide for cleaning organizations looking to implement a low environmental impact cleaning program.



## EPA COMPREHENSIVE PROCUREMENT GUIDELINES (CPG)

The EPA is a federal agency whose mission is "to protect human health and the environment." CPG is the federal government's buy-recycled program and is authorized by Congress under the Resource Conservation and Recovery Act (RCRA). EPA is required to designate products that are or can be made with recovered materials and to recommend practices for buying these products, including ranges of post-consumer and total recovered materials content.



Once a product is designated, procuring agencies are required to purchase it with the highest recovered material content level practicable.

CPG-designated products from the cleaning industry include paper towels (40-60% post-consumer fiber), bathroom tissue (20-60% post-consumer fiber), and plastic trash bags (10-100% post-consumer content).

CPG is referenced as a requirement to meet in the Sustainable Cleaning Products & Materials section of the LEED for Existing Buildings: Operations & Maintenance (LEED EB:OM) Green Building Rating System. For more information, visit [www.epa.gov/cpg](http://www.epa.gov/cpg).

WAXIE has several sanitary paper products and plastic trash liners that meet EPA's recommended levels of post-consumer recovered content.



## EPA DESIGN FOR THE ENVIRONMENT (DfE)

The Design for the Environment (DfE) is the US EPA's label for safer chemical-based products. The DfE Safer Product Labeling Program advances EPA's mission to protect human health and the environment. The program uses EPA's chemical expertise and resources to carefully evaluate products and to label only those that have met the program's highly protective Standard for Safer Cleaning Products and stringent safer ingredient criteria.

By allowing use of the logo on products, EPA empowers consumers and commercial purchasers to select safer chemical products that do not sacrifice quality or performance and that are safer for people and the planet. DfE



labels a wide variety of chemical-based products, like all-purpose and specialty cleaners, laundry detergents, and carpet and floor care products. In addition, DfE has teamed with the GreenBlue Institute to develop the CleanGredients database, which uses the DfE methodology and "green screen" to identify safer chemicals for cleaning products (see [www.CleanGredients.org](http://www.CleanGredients.org)).

Look for the Design for the Environment logo when you shop or procure products and join a national campaign to protect human and environmental health. For more information, visit [www.epa.gov/dfe](http://www.epa.gov/dfe).

WAXIE has a number of cleaning products that have earned the EPA DfE label, including all-purpose cleaners, glass cleaners, neutral floor cleaners, bathroom cleaners and laundry and dishwashing detergents.



## GREEN PARTNER SUPPORT



GREEN PARTNER SUPPORT



### CARPET & RUG INSTITUTE GREEN LABEL

The Carpet & Rug Institute (CRI) is the national trade organization representing the carpet and rug industry. In an effort to promote better indoor air quality, CRI has developed the Green Label certification for carpet, cushions, adhesives and vacuum cleaners.

To qualify for Green Label, vacuum cleaners must go through a stringent testing process that measures three key performance factors: soil removal, dust containment and carpet appearance retention.

CRI Green Label vacuum cleaners, and other equipment that is demonstrably better for indoor air quality, are recognized and promoted in the LEED for Existing Buildings: Operations & Maintenance (LEED EB:OM) Green Building Rating System under the Low Environmental Impact Cleaning Equipment Policy credit. For more information, visit [www.carpet-rug.org](http://www.carpet-rug.org).

**WAXIE has several vacuum cleaners to choose from that are Green Label approved by the Carpet & Rug Institute (CRI).**



ID #:

Meets Carpet Industry Standards for

- ✓ Soil Removal
- ✓ Dust Containment
- ✓ Appearance Retention

For Program Information  
Carpet and Rug Institute  
800-882-8846  
[www.carpet-rug.com](http://www.carpet-rug.com)



### CARPET & RUG INSTITUTE SEAL OF APPROVAL

CRI has a Seal of Approval for carpet extraction cleaners, and has recently added a category for vacuum cleaners to eventually replace the Green Label. The CRI Seal of Approval program tests the effectiveness of carpet cleaning equipment and certifies deep cleaning extractors that effectively remove soil without damage to the carpet.

To qualify for the Seal of Approval, carpet extractors must meet stringent standards in three key performance factors: soil removal, residual water and moisture removal, and carpet appearance retention. Based on performance, the extractors are awarded either Gold, Silver or Bronze Level Seal of Approval. For more information, visit [www.carpet-rug.org](http://www.carpet-rug.org).

**WAXIE has several carpet extraction cleaners and vacuum cleaners to choose from that have earned the Seal of Approval from the Carpet & Rug Institute (CRI).**



### SCIENTIFIC CERTIFICATIONS SYSTEMS

SCS (Scientific Certification Systems) is an independent certifier of environmental, sustainability, food quality and food purity claims. For cleaning products, SCS certifies indoor air safety (SCS Indoor Advantage), biodegradability and recycled content. Other SCS programs span a wide cross-section of the economy, recognizing accomplishments in agricultural production, food processing and handling, forestry, fisheries, flowers and plants, energy, green building, consumer and business product manufacturing, and corporate social responsibility.



The SCS certification logo appears on thousands of individual products and helps businesses, government agencies and consumers to make the best-informed decisions. Through SCS's Material Content certification programs, manufacturers earn the right to label products with SCS third-party certification, verifying claims including recycled, reclaimed, salvaged, and biobased materials content. For more information, visit [www.scs-certified.com](http://www.scs-certified.com).

**WAXIE has several cleaning products with attributes that are certified by SCS, including cleaning chemicals that are certified for biodegradability, and trash liners that are certified for recycled content.**



### GREENGUARD

GREENGUARD Environmental Institute (GEI) is an industry-independent, non-profit organization that oversees the GREENGUARD certification program. GEI's mission is "to improve public health and quality of life through programs that improve indoor air." GEI establishes acceptable indoor air standards for indoor products, environments and buildings.



GEI has product certification programs for low emitting interior building materials, furnishings and finish systems, as well as cleaning products and systems, including a program for Children & Schools that identifies products certified for use in educational environments. For more information, visit [www.greenguard.org](http://www.greenguard.org).

**WAXIE has several products that can be used as part of a cleaning program which has been GREENGUARD Indoor Air Quality certified for cleaning for Children & Schools.**





## FSC (FOREST STEWARDSHIP COUNCIL)

The Forest Stewardship Council (FSC) is an international non-governmental organization dedicated to promoting responsible management of the world's forests through third-party forest certification and product labeling. The FSC label provides a credible link between responsible production and consumption of forest products, enabling consumers and businesses to make purchasing decisions that benefit people and the environment as well as providing ongoing business value.

FSC chain-of-custody certification tracks FSC-certified material from the forest to the consumer, including all stages of processing, transformation, manufacturing and distribution. It is a guarantee to consumers and businesses that FSC-labeled products come from well-managed forests or other FSC-approved sources, including post-consumer reclaimed material.

FSC is increasingly recognized by governments and independent environmental groups throughout the world, and it has become synonymous with responsible forestry. It is also the only wood certification system supported by Greenpeace, the World Wildlife Fund (WWF), The Nature Conservancy, and the National Wildlife Federation. For more information, visit [www.fsc.org](http://www.fsc.org).

**WAXIE has several sanitary paper product options that have received FSC chain-of-custody certification.**



## BIOBASED



According to the USDA BioPreferred® Program, a biobased product is "one that is composed, in whole or significant part, of biological products or renewable agricultural materials (including plant, animal, and marine materials) or forestry materials."

Biobased products fall into three broad categories: biochemicals (such as cleaning surfactants), biomaterials (such as plastics and laminates) and biofuels (such as biodiesel).

Biobased cleaning products help to reduce dependence on imported oil, are considered to be more helpful to the US economy in general and the rural economy in particular, and are typically healthier for people and the environment than petroleum-based alternatives.

The USDA (US Department of Agriculture) has initiated a "USDA Certified Biobased Product" label to help identify products that are made from biobased materials, and the Farm Security and Rural Investment Act (FSRIA) of 2002 (also referred to as the Farm Bill) requires federal agencies to purchase biobased products when reasonably available, reasonably priced, and comparable in performance. For more information, visit [www.biopreferred.gov](http://www.biopreferred.gov).

**WAXIE has several cleaning product & hand soap options that are made from biobased materials.**



## CLEANING WITHOUT CHEMICALS



Whether you use the term "chemical free cleaning" or "cleaning with engineered water", there are a variety of cleaning technologies now available which allow you to perform many cleaning tasks without using as many pre-packaged ready-to-use cleaning chemicals or chemical concentrates.

Some technologies convert water to steam, and the heat is used to clean and sanitize surfaces.

Some technologies use water with abrasive pads, and the mechanical action of the pads is used to strip floor finish without chemical stripper, or clean and burnish floors without other cleaning chemicals.

**WAXIE has several options to choose from which allow for cleaning without pre-packaged chemicals – these options include commercial steam cleaning systems which clean and sanitize using only steam, and floor pads which strip, clean or burnish floors using only water.**



## SCAQMD CLEAN AIR CHOICES CLEANER CERTIFICATION (CACC)



SCAQMD's (South Coast Air Quality Management District) new "Clean Air Choices" voluntary certification program seeks to raise the profile of ultra-low-polluting commercial cleaning products in the marketplace.

Commonly used cleaning products are a source of volatile organic compound (VOC) emis-

sions and contribute to the formation of smog. Such products include air fresheners, floor care products, all-purpose cleaners and degreasers, bathroom and tile cleaners, carpet and upholstery cleaners, automobile soaps, glass cleaners, and metal polishes/cleaners.

To become certified, a product must meet environmentally preferable qualifications including a VOC limit of 10 grams per liter or less and verification that no prohibited ingredients are present.

For more information, visit [www.aqmd.gov/rules/cacc](http://www.aqmd.gov/rules/cacc).

**WAXIE has several Clean Air Choices Certified cleaning chemicals to choose from, including disinfectants, all-purpose cleaners, glass cleaners, neutral floor cleaners, bathroom cleaners, carpet cleaners, furniture polish, and liquid enzymes.**



## CALIFORNIA CODE OF REGULATIONS VOC CONTENT



The State of California regulates the VOC levels of various consumer products due to concerns over air quality. The California Code of Regulations (Article 2 Section 94509, Title 17) specifies the maximum allowable Volatile Organic Compound (VOC) levels for several cleaning product categories.

For the cleaning product categories that are not represented by other green certifications, these regulations can assist in the product selection process. For more information, visit [www.arb.ca.gov](http://www.arb.ca.gov).

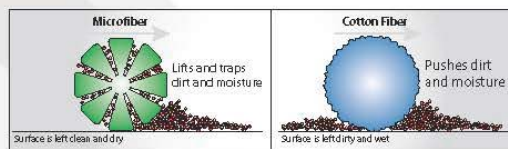
**WAXIE offers cleaning chemicals that meet the maximum allowable VOC content levels established by the California Code of Regulations, and many of these chemicals also meet the more stringent South Coast Air Quality Management District standards and have earned "Clean Air Choices" certification (CACC).**



## MICROFIBER TECHNOLOGY

Microfiber products contribute to better indoor air quality with their superior dust and dirt containment, and they also contribute to source reduction by allowing for the use of less cleaning chemicals and water.

**WAXIE has a broad selection of cleaning products that utilize microfiber technology, including floor mops, dust mops, cleaning cloths and dusters, as well as entrance mats.**



## ENTRYWAY MATTING SYSTEMS

Entryway mats are the first defense against dirt, dust, pollen and other particles entering a building. Utilizing the appropriate size entryway mat, and developing the associated cleaning strategies to clean and maintain the matting and exterior walkways, is an excellent way to contribute to better indoor air quality and to keep the building cleaner.

**WAXIE has a broad selection of entryway matting to meet your needs in numerous styles, sizes and colors.**







## RAPIDLY RENEWABLE



According to the LEED® for Existing Buildings: Operations & Maintenance (EB:OM) Green Building Rating System, rapidly renewable materials are *“agricultural products that take 10 years or less to grow or raise and can be harvested in a sustainable fashion.”*

When compared with other materials that take longer to grow, rapidly renewable resources have a comparatively lower impact on the environment. Softwoods such as eucalyptus, acacia and tree-free fibers like bamboo and wheat can be used to create paper products, and can be harvested within this shorter time frame.

**WAXIE has several sanitary paper product options that are made from rapidly renewable resources or contain tree-free fibers.**



## WATER CONSERVATION

You can conserve water and increase hygiene with no-touch restroom accessories, and you can also clean using products and processes that use less water.

**WAXIE offers solutions to conserve water and increase hygiene in the restroom including automatic faucets and flushers, as well as waterfree urinals. In addition, check out the Watermiser™ Waterbroom and Custom Flow Control Valves for practical solutions that also save water.**



## DISINFECTANTS



At this time, there is no standard for “green” disinfectants. FIFRA (the Federal Insecticide, Fungicide and Rodenticide Act) states that any product making disinfecting or sanitizing claims against living organisms on inanimate surfaces is defined as a pesticide, and must be registered with the EPA. The EPA reviews the product label for each disinfectant to ensure

compliance with labeling requirements, and at the time of this writing has not allowed any disinfectant to make any claims of environmental preferability. In the future, a partnership between the EPA, in conjunction with the agency’s Design for the Environment (DfE) program, and the Office of Pesticide Program (OPP) will conduct a pilot to explore a policy change that would allow hard-surface disinfectants and sanitizers to attain environmentally preferable claims. In the meantime, appropriate and limited use of disinfectants on an as-needed basis is a good general rule of thumb to consider when using disinfectants in a green cleaning program. Since all disinfectants and sanitizers are designed to kill (they have toxic properties and are listed as pesticides) care should be taken when determining the appropriate amount of disinfectant to use and the appropriate setting in which to use it. Other characteristics to consider when choosing a disinfectant or sanitizer include selecting options with lower VOC content and which are packaged in concentrate to minimize packaging waste.

**WAXIE offers disinfectants and sanitizers that can complement a green cleaning program. Take appropriate care when selecting and using all disinfectants. As an alternative, a commercial cleaning system uses steam to clean and sanitize.**



## RECYCLING

You can divert waste from the landfills with a recycling program for paper, plastic and glass, as well as light bulbs and batteries. Then “close the circle” by purchasing items with post-consumer recycled content. You can also look into composting materials that are eligible, like food and landscape waste.

### Reduce, Reuse, Recycle!

**WAXIE offers recycling containers for recycling programs, including the MDS Mercury Disposal System for light bulbs and batteries. In addition, check out the Bio-Tuf™ Compostable Liners for waste that can be composted.**



## GREEN PARTNER SUPPORT



### ENERGY CONSERVATION

Replace incandescent bulbs with energy saving compact fluorescent light bulbs and consider converting your night time cleaning operations to Day Cleaning to reduce energy usage.

**WAXIE offers energy saving compact fluorescent light bulbs and can assist in providing information on implementing Day Cleaning in your facility to conserve energy.**



### ENVIRONMENTAL MANAGEMENT SYSTEMS



An Environmental Management System (EMS) is a systematic way of incorporating environmental values into all building related operations, which ultimately results in improved environmental, financial and operational performance.

**WAXIE offers GPS Green Partner Support for customers looking to integrate green cleaning into an Environmental Management System (EMS).**



### PRODUCT PACKAGING

There is an increasing interest in using less material and optimizing the use of recycled content in packaging as more and more organizations look for green cleaning supplies to use in their low environmental impact cleaning programs.



Items to consider include overall source reduction, recycled content in corrugated boxes, recycled plastic in product containers, and the ability to recycle all these materials once they have been used.

**WAXIE has several cleaning product options that use less packaging than other industry alternatives, and that are packaged in containers and boxes that are made from post-consumer recycled materials which are themselves recyclable.**



### SUSTAINABLE FORESTRY INITIATIVE (SFI)



SFI is a fully independent, charitable organization dedicated to promoting sustainable forest management. The SFI forest certification standard is based on principles that promote sustainable forest management, including measures to protect water quality, biodiversity, wildlife habitat, species at risk, and Forests with Exceptional Conservation Value. The SFI chain-of-custody certification is an accounting system that

tracks fiber content through production and manufacturing to the end product. Companies can make claims about how much of their product comes from certified lands, how much contains recycled content, and how much is non-certified/non-controversial forest content. SFI labels are recognized globally and provide a visual cue to help customers source responsibly managed forest products. For more information, visit [www.sfi.org](http://www.sfi.org).

**WAXIE offers several cleaning products which have been packaged in corrugated boxes provided by independently certified Sustainable Forestry Initiative (SFI) corrugated supplier.**



# GPS® SUITE OF TOOLS

Develop a Customized Green Cleaning Policy

Implement a High Performance Cleaning Program

GREEN PARTNER SUPPORT



## Green Cleaning Team Worksheet

- Use to identify “Green Cleaning Team”
- Use to establish customer goals so appropriate green cleaning recommendations can be made
- Use to frame conversation of initial meeting regarding green cleaning
- Use to schedule appointment to conduct Green Cleaning Site Survey

## Green Cleaning Site Survey

- Use to frame questions on facility walk through
- Use for notes on general cleanliness of facility, current cleaning methods and current products
- Use to identify applicable LEED® for Existing Buildings: Operations & Maintenance (EB:OM) Green Building Rating System credits where WAXIE can help
- Use as quick glance LEED checklist for green cleaning credits

## Green Cleaning Product Survey

- Use to frame product recommendations after Green Cleaning Site Survey
- Use to identify current products and cleaning applications
- Use to recommend green cleaning product alternatives
- Use to identify green cleaning certification or attribute of the recommended product

## Green Cleaning Training Log

- Use to identify green cleaning training opportunities
- Use to keep track of customer employees who have been trained on green cleaning topics
- Use to reinforce the idea of continuous improvement in green cleaning program

## Sustainable Cleaning Product Worksheet

- Use to identify green cleaning product purchases as well as total spend
- Use to measure the percentage of “green spend” each month (can also be used for specific LEED calculation)
- Drop down menu to identify green product certification or attribute
- Information from each month rolls up to dashboard that shows year to date green spend percentage





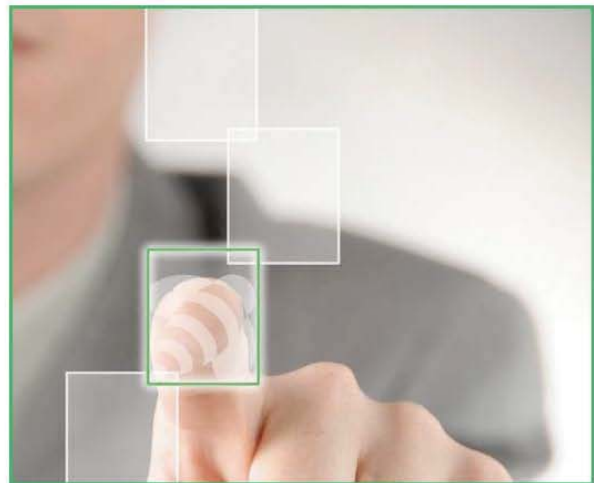


## STEP 8 STEWARDSHIP & CONTINUOUS IMPROVEMENT

Partner with WAXIE to implement and communicate low environmental impact cleaning policy and training. Commit to continued improvement in your maintenance operation, implement an Environmental Management System (EMS) and pursue LEED® certification for your building. Start with a Green Cleaning Site Survey from WAXIE.

### web@work online ordering and account management

WAXIE web@work provides you with online access to the information that makes ordering your cleaning supplies and managing your cleaning supply account easier. In addition to providing MSDS and real-time product availability and order status, the online catalog also highlights your environmentally preferable product selections. Contact your WAXIE Sanitary Maintenance Consultant for additional information.



### GPS® SUITE OF TOOLS

Develop a Customized Green Cleaning Policy  
Implement a High Performance Cleaning Program



## GPS® Suite of Tools

Contact your WAXIE Sanitary Maintenance Consultant to complete a custom Green Cleaning Consultation that includes:

- Green Cleaning Team Worksheet
- Green Cleaning Site Survey
- Green Cleaning Product Survey
- Green Cleaning Training Log
- Sustainable Cleaning Product Worksheet
- Custodial Effectiveness Assessment...and more

## STEP 8 STEWARDSHIP & CONTINUOUS IMPROVEMENT



### WAXIEapps™

WAXIEapps are consultative software tools designed to help WAXIE's Sanitary Maintenance Consultants identify the most efficient and cost-effective cleaning solutions for their customers' facilities. By using WAXIEapps to analyze a cleaning operation, WAXIE Consultants can make recommendations that will save labor, materials and money. Contact your local Sanitary Maintenance Consultant for additional information.

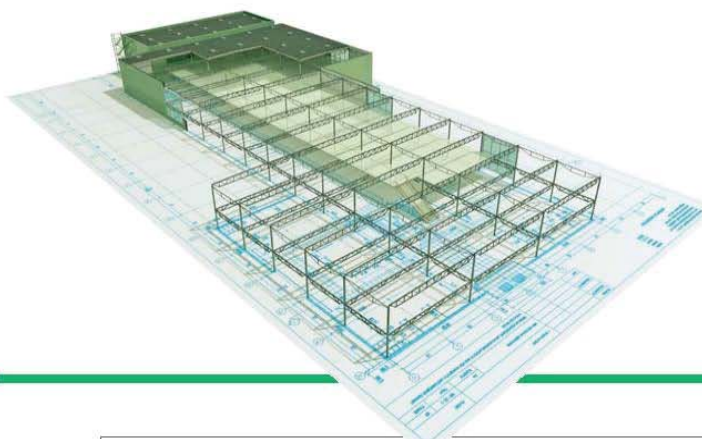
WAXIEapps are professional software tools focused on the cleaning labor bottom line.

### Day Cleaning Consultation

Save energy by converting your night-time cleaning activities to the day. Day Cleaning is not merely night-cleaning done during the day — by using the latest cleaning technology, many cleaning jobs can be performed during the day. Contact your local WAXIE Sanitary Maintenance Consultant for additional information.



## LEED® Accredited Professional Consultation



WAXIE Sanitary Supply has LEED Accredited Professionals on staff to assist you with the credits associated with cleaning and maintaining your facility. If you are pursuing LEED certification for your facility, our LEED AP's understand the process and can provide assistance. Low Environmental Impact Cleaning Policy, Sustainable Cleaning Products & Materials, Low Environmental Impact Cleaning Equipment Policy, and Green Cleaning are all topics for which WAXIE can provide assistance. Contact your local WAXIE Sanitary Maintenance Consultant for additional information.

699719

per hour



PROBLEM	SOLUTION
<b>BUILDINGS CONSUME:</b> <ul style="list-style-type: none"> <li>• 39% of total energy</li> <li>• 70% of total electricity</li> <li>• 12% of total potable water</li> <li>• 40% of total raw materials</li> </ul>	<b>WHAT YOU CAN DO:</b> <ul style="list-style-type: none"> <li>• Choose energy efficient compact fluorescent light bulbs and consider converting to Day Cleaning</li> <li>• Choose water conserving devices (like waterfree urinals) and utilize microfiber technology to decrease water and chemical usage</li> </ul>
<b>CLEANING BUILDINGS CONSUMES:</b> <ul style="list-style-type: none"> <li>• 5 billion pounds of chemicals annually</li> <li>• 4.5 billion pounds of paper annually</li> <li>• 36 billion trash liners annually</li> <li>• 20 million vacuum cleaners annually</li> </ul>	<b>WHAT YOU CAN DO:</b> <ul style="list-style-type: none"> <li>• Choose chemicals that are safer for human health and the environment, packaged in concentrate and mixed in portion controlled dilution control dispensing systems</li> <li>• Choose paper products and trash liners that offer source reduction and post-consumer recycled content</li> <li>• Choose high-quality vacuum cleaners that are built to last longer and contribute to improved indoor air quality</li> </ul>

# green cleaning benefits

## GREEN CLEANING BENEFITS FOR SCHOOLS:

- Contribute to improved student health
- Contribute to higher attendance
- Contribute to better academic performance
- Contribute to improved employee health
- Contribute to better morale for students and staff
- Contribute to longer life for school's carpet, computers, furnishings and other components
- Contribute to improved community image

## GREEN CLEANING BENEFITS FOR BUILDING SERVICE CONTRACTORS:

- Contribute to safer working conditions for employees
- Contribute to improved staff attendance and productivity
- Contribute to better employee morale, recruitment and retention
- Contribute to competitive marketing advantage to earn new customers
- Contribute to more streamlined operations
- Contribute to protecting public health

## GREEN CLEANING BENEFITS FOR COMMERCIAL BUILDINGS:

- Contribute to increased tenant retention
- Contribute to fewer complaints
- Contribute to increased ability to attract new tenants
- Contribute to green building certification
- Contribute to higher resale value
- Contribute to enhanced public image

## GREEN CLEANING BENEFITS FOR GOVERNMENT FACILITIES:

- Contribute to improved employee health
- Contribute to increased productivity and performance
- Contribute to lower healthcare and operating costs
- Contribute to better management of tax dollars
- Contribute to compliance with government executive orders
- Contribute to extended building life
- Contribute to better public image

## GREEN CLEANING BENEFITS FOR HEALTHCARE FACILITIES:

- Contribute to improved health for staff and patients
- Contribute to improved staff attendance and productivity
- Contribute to lower healthcare, insurance and operating costs
- Contribute to extended life for the facility and equipment
- Contribute to better public image

## GREEN CLEANING BENEFITS FOR LODGING FACILITIES:

- Contribute to healthier indoor environment for guests and employees
- Contribute to reduced environmental impacts
- Contribute to extended life for the facility
- Contribute to better marketing
- Contribute to enhanced public image

The WAXIE GPS Program is illustrated below and will be available to any NCPA contract user purchasing from WAXIE Sanitary Supply.

## User Instructions for GPS Suite of Sales Tool

1

A worksheet titled "WAXIE GPS™ Green Cleaning Team Worksheet" with a header section for team information and a large table for tracking team activities.

Green Cleaning  
Team Worksheet

2

A "GREEN CLEANING SITE SURVEY FORM" featuring a header, a section for photos, and a table for site survey data.

Green Cleaning  
Site Survey

3

Two overlapping "WAXIE GPS™ Green Cleaning Product Survey" forms, showing a header and a table for product survey data.

Green Cleaning  
Product Survey

4

A "WAXIE GPS™ Green Cleaning Training Log" form with a header and a table for recording training activities.

Green Cleaning  
Training Log

5


Two overlapping "WAXIE GPS™ Sustainable Cleaning Product Activity Spend Calculator" forms, showing a header and a table for calculating spend.

Sustainable Cleaning  
Product Activity Spend Calculator



# GREEN CLEANING TEAM WORKSHEET

**WAXIE GPS™**  
**GREEN CLEANING TEAM WORKSHEET**



Team Member \_\_\_\_\_ Organization \_\_\_\_\_

Team Member \_\_\_\_\_ Organization \_\_\_\_\_

Team Member \_\_\_\_\_ Organization \_\_\_\_\_

Team Member \_\_\_\_\_ Organization \_\_\_\_\_

**Suggestions for Team Member Candidates:**  
 Custodial Services, Facility Management, Director of Housekeeping, Site and Grounds Maintenance, Purchasing, Building Engineering, Building Services Coordinator, Owner/Rep/CMO, AEC Manager, Recycling Coordinator, Director of Sustainability, Building Occupant Representative, Student Representative, LEED Accredited Professional, WAXIE Representative

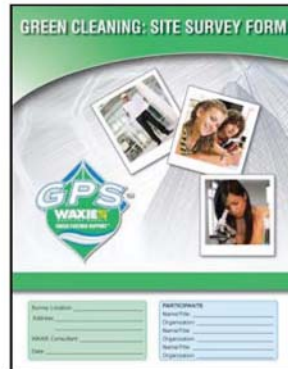
Green Cleaning Team Roles & Goals	Comments
Contribution Green Cleaning Program will make to organization's overall environmental initiatives	
Goals of Green Cleaning Program (LEED certification, environmental stewardship, Ecochem metrics, Preferred Purchasing, building occupant wellness, most desirable, etc.)	
Individuals responsible for setting milestones and determine roles of team member for Green Cleaning Program implementation	
Individuals responsible for Green Cleaning Program implementation	
Individuals responsible for Green Cleaning Program documentation (if applicable)	
Individuals responsible for reviewing progress of Green Cleaning Program, making suggestions for continuous improvement and conducting building effectiveness assessments and building occupant surveys	
Facility selected to pilot Green Cleaning Program	
Individuals responsible for Green Cleaning Site Survey	
Date of Green Cleaning Site Survey	
Next Steps	

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1. Either print out hard copy of worksheet for the appointment so you can take notes with a pen, or you can open the document on your tablet while with the customer and then use your stylus to make notes on top of the worksheet – you can then save the document and these annotated notes.
2. Identify "Green Team Members" for the customer – some recommendations of individuals you should consider for the team are listed on the worksheet.
3. Use the printed questions to direct the conversation toward identifying what the customer's goals are for a green cleaning program – some customers will want to pursue LEED certification, but the majority will probably have some other definition of "green". Knowing what the customer's goals are will make it easier for you to know what to recommend.
4. Use the worksheet to identify milestones, establish roles and set timelines for green cleaning program implementation.
5. Ask for an opportunity to conduct a [Green Cleaning Site Survey](#).
6. The worksheet is designed so that if you open it with Adobe Standard or Adobe Professional you can type in the fields of the document and save what you have written – *if you open the worksheet with **Adobe Reader** you can write in the fields and print the document but you can't save what you have written.*



# GREEN CLEANING SITE SURVEY



1. Either print out hard copy of worksheet for the appointment so you can take notes with a pen, or you can open the document on your tablet while with the customer and then use your stylus to make notes on top of the worksheet – you can then save the document and these annotated notes.
2. The survey is intended to provide a platform to learn more about how the customer is currently cleaning their facility.
3. Start by showing the customer the entire scope of the site survey so you can plan the best way to proceed through the survey. For the purposes of the instructions, it will be assumed that you will follow the survey from beginning to end, but you might skip around or skip over certain sections depending on the facility you are surveying and the specific circumstances you encounter.
4. Make sure to also show the customer the building cut-away with the eight steps and describe how you will be taking a whole building approach to recommending green cleaning solutions.
5. Make sure to familiarize yourself with the questions on the survey – there are several areas that are tailored to allow you the opportunity to recommend solutions like dilution control chemical systems, roll towel systems, foam soap, waterfree urinals, flow control valves and Watermiser waterbrooms, etc.
6. Use the "radio buttons" within each section to mark "Checked" or "Needs Attention", and use the space marked "Action Steps/Notes" to make recommendations.
7. Each section also identifies opportunities (marked with a blue asterick) to contribute to a LEED for Existing Buildings: Operations & Maintenance project if applicable, with Section N serving as a checklist for credits for which we can potentially assist.
8. **Do not send blank copies of the survey to customers – the tool is only valuable if you use it as a consultant to make recommendations.**
9. Ideally you will want to sit down with the customer to go over both the site survey and product survey at the same time.

# GREEN CLEANING PRODUCT SURVEY

First Page

Additional Page(s)

1. Once a site survey has been completed, use the product survey to make recommendations.
2. Enter information on the current product and how it is being used in the "Current Product" and "Application" fields.
3. Enter information on the green cleaning products you will be recommending in the "Green Product Replacement" section, and the reason why (like Green Seal certification, or contains recycled content, or made from rapidly renewable materials, or saves water, etc.) in the "Green Product Certification or Attribute" section.
4. Check out the cool calendar drop down menu when entering the date!
5. Ideally you will want to sit down with the customer to go over both the site survey and product survey at the same time.

# GREEN CLEANING STAFF TRAINING LOG



The form is titled "WAXIE GPS™ GREEN CLEANING STAFF TRAINING LOG" and features the WAXIE GPS logo. It includes fields for "Date:", "Location:", and "Name of Trainer:". Below these is a section for "Topics (check all that apply):" with radio button options: "Green Cleaning Overview", "Green Cleaning Procedures", "Green Cleaning Hard Floor Care", "Green Cleaning Carpet Care", "Green Cleaning Restroom Care", and "Green Cleaning and LEED Certification". There is also an "Other" field. The main body of the form is a table with three columns: "Name", "Title", and "Signature". The table has 15 rows. At the bottom right of the table is a "Reset Form" button. The footer contains the text "WAXIE Sanitary Supply • (800) 995-4466 • www.waxie.com".

2. Date: Location: Name of Trainer:

Topics (check all that apply):

☐ Green Cleaning Overview ☐ Green Cleaning Procedures ☐ Green Cleaning Hard Floor Care

☐ Green Cleaning Carpet Care ☐ Green Cleaning Restroom Care ☐ Green Cleaning and LEED Certification

☐ Other

Name	Title	Signature

Reset Form

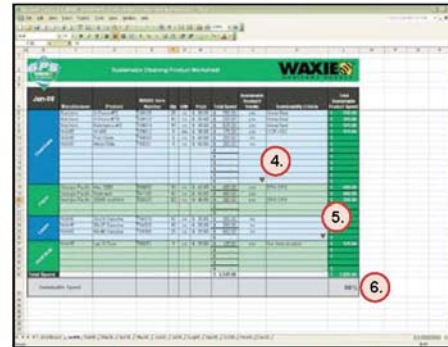
WAXIE Sanitary Supply • (800) 995-4466 • www.waxie.com

1. Use this form to keep track of the training you do to assist the customer implement the green cleaning program. The form can also be used by the customer to keep track of their own internal trainings.
2. Check out the cool calendar drop down menu when entering the date!
3. Identify the topic covered by the training.
4. Type in attendee name and title, and then have the attendee sign in the "Signature" box.

# SUSTAINABLE CLEANING PRODUCT ACTIVITY SPEND CALCULATOR



Dashboard



3. Monthly Usage Tab

1. Use this form to keep track of the purchases of cleaning chemicals, sanitary paper products, trash liners and hand soaps. This worksheet will help identify the percentage of green product spend, and will be very helpful for customers pursuing LEED-EB:O&M certification for their building.
2. First tab in the "Dashboard" – type in the project name and your name and contact information. This is all the information you will need to type for this page – everything else will be loaded in from other tabs on the spreadsheet.
3. Enter monthly usage information in each of the appropriate tabs – Total Spend will be auto calculated.
4. Note the drop down menu for the column "Sustainable Product? Yes/No" – a "Yes" answer will populate the information in the "Total Sustainable Product Spend" column on the far right.
5. Note the drop down menu for the column "Sustainability Criteria" – these criteria come from the LEED rating system for each product category.
6. Once the information is completed, usage amount will be auto calculated on the page for total spend and total sustainable spend.
7. This information will also auto calculate back to the Dashboard for each month and will produce a bar graph comparing total spend to total sustainable spend.

## Vendor Certifications (if applicable)

ØØ 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.

A copy of the California certificate is below following the list of States and Numbers.

California	C1576934
Idaho	C183191
Nevada	NV19901020409
Alaska	918469
Washington	602 044 761
Oregon	366425-93
Utah	2227645-0150
Colorado	19991247589





# State of California Secretary of State

**F**

## Statement of Information (Foreign Corporation)

**FEES (Filing and Disclosure): \$26.00. If amendment, see instructions.  
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. **CORPORATE NAME**  
WAXIE'S ENTERPRISES, INC.  
C1576934

This Space for Filing Use Only

### Due Date:

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2. ☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 12.  
If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

### Complete Addresses for the Following (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE			
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CA	
5. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 3			

### Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
6. CHIEF EXECUTIVE OFFICER				
7. SECRETARY				
8. CHIEF FINANCIAL OFFICER				

Agent for Service of Process: (If the agent is an individual, the agent must reside in California and Item 10 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 10 must be left blank.)

9. NAME OF AGENT FOR SERVICE OF PROCESS

	CITY	STATE	ZIP CODE
10. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL		CA	

### Type of Business

11. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

12. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

11-17-2011  
DATE

Robert Smith  
TYPE/PRINT NAME OF PERSON COMPLETING FORM

V.P. of Finance  
TITLE

SIGNATURE

## Tab 5 – Products and Services

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- ◆ 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) Janitorial Supplies, Equipment, Maintenance & Repair categories. List all categories along with manufacturer that you are responding with:

### A. Product Requirements:

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

k. Other Categories- Products, supplies, and equipment not offered in a category listed above.

A. Waxie is offering 4088 products, 2,155 national Products, 1,933 regional products, 423 Green Products, and 1,105 products from disadvantaged business vendors. WAXIE Sanitary Supply is offering nearly all of the products we supply to NCPA members. There are a few restricted items, particularly those that have extraordinary delivery requirements. Our NCPA price list is derived from our published WAXIE Sanitary Supply October 2012 Price List. WAXIE Sanitary Supply utilizes MSRP for all manufacturers that publish prices and WAXIE Sanitary Supply list prices for our own brands and those manufacturers that do not publish MSRP.

**All products are listed in Waxie NCPA Proposed Price list in Tab 7**

**B. Service Requirements:**

1. Services: NCPA is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.

a. Small Business Program: The ability to incorporate small business enterprise into your distribution, sales, services, and product offerings. The program should focus on increasing opportunities for small local businesses under this contract. At a minimum, it should establish how business will be directed to small local businesses, establish any unique product or service offerings and develop small businesses as second-tier suppliers.

First Tier subcontractors will be identified in each market and will include the following federal categories, Small Business, Minority Owned Business, Service Related Disabled Veteran Owned Business, Veteran Owned Business, Women Owned Business, and Hubzone located business.

WAXIE currently has several dozen firms capable of providing order logistics and invoicing for any of our public sector clients. A complete list of participating small and disadvantaged business subcontractors will be provided upon award.

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

Consulting services will be provided in the following areas:

- a. Cleaning Chemical use and care provided through WAXIE Chemical Specialist and manufacturers' representative.
- b. Equipment operation and maintenance provided through WAXIE Equipment Specialist and manufacturers' representative.
- c. Training and Education will be provided through WAXIE Sanitary Supply's monthly seminars at each of our location, through online webinar and at the customer's location. Product and other training services are conducted according to the customer's needs including off hours and weekends as necessary.
- d. Software punch out is available and WAXIE Sanitary Supply can integrate with any system. WAXIE can provide a long list of customers and integrators that we are successfully connected to via punch out.
- e. GREEN Sustainability Program (See Following)





# GREEN PARTNER SUPPORT™



**Green Cleaning Technology**  
with an **Environmental**  
**Conscience**



# GUIDES YOU ON THE PATH TO MORE SUSTAINABLE CLEANING SOLUTIONS

## FOLLOW THE GPS® PATH

CLEANING CHEMICALS

CLEANING TOOLS AND EQUIPMENT

ENTRYWAY MATTING SYSTEMS & BUILDING SITE MAINTENANCE

RECYCLING

SANITARY PAPER PRODUCTS & TRASH LINERS

WATER EFFICIENT FIXTURES & ACCESSORIES

WORKPLACE WELLNESS

STEWARDSHIP & CONTINUOUS IMPROVEMENT

### 1. CLEANING CHEMICALS

Start with low environmental impact cleaning chemicals and dispensing systems, including third-party certified (i.e. Green Seal, EcoLogo, Scientific Certification Systems) and bio-based chemicals, and other products with a more environmentally preferable profile (i.e. EPA DFE).



### 2. CLEANING TOOLS & EQUIPMENT

Utilize low environmental impact cleaning tools and equipment, including vacuum cleaners and carpet extractors certified by the Carpet & Rug Institute, microfiber technology and much more.



### 3. ENTRYWAY MATTING SYSTEMS AND BUILDING SITE MAINTENANCE

Reduce the amount of dirt entering the building and develop cleaning strategies to maintain your entryway systems as well as exterior walkways.



### 4. RECYCLING

Divert waste from landfills with a recycling program for paper, plastic & glass, as well as light bulbs and batteries.



### 5. SANITARY PAPER PRODUCTS & TRASH LINERS

Promote source reduction and use products that are third-party certified (i.e. Green Seal, EcoLogo, Scientific Certification Systems), meet EPA guidelines for post-consumer recycled content, or are derived from rapidly renewable resources.



### 6. WATER EFFICIENT FIXTURES & ACCESSORIES

Conserve water and increase hygiene with no-touch restroom accessories.



### 7. WORKPLACE WELLNESS

Fight the spread of germs in your workplace through hand washing and use of hand sanitizers.



### 8. STEWARDSHIP & CONTINUOUS IMPROVEMENT

Partner with WAXIE to implement and communicate low environmental impact cleaning policy and training. Commit to continued improvement in your maintenance operation. Implement an Environmental Management System (EMS) and pursue LEED® certification for your building. Start with a Green Cleaning Site Survey from WAXIE.



The WAXIE-Green label identifies environmentally preferable products in the WAXIE private label line that contribute to an effective green cleaning program



3  
ENTRYWAY MATTING  
SYSTEMS AND BUILDING  
SITE MAINTENANCE

4  
RECYCLING

2  
CLEANING TOOLS  
& EQUIPMENT

5  
SANITARY PAPER  
PRODUCTS &  
TRASH LINERS

1  
CLEANING CHEMICALS

7  
WORKPLACE WELLNESS

6  
WATER EFFICIENT  
FIXTURES &  
ACCESSORIES



# SUSTAINABLE CLEANING SOLUTIONS FOCUSED ON YOUR TRIPLE BOTTOM LINE

**PEOPLE PLANET PROFIT**  
**PEOPLE PLANET PROFIT**  
**PEOPLE PLANET PROFIT**

Promote safer & healthier work environments

Reduce environmental impacts

Increase workplace wellness and productivity



## WAXIE's Green Partner Support™ (GPS®)

- WAXIE's comprehensive approach to cleaning green
- Low environmental impact cleaning products, tools, equipment and training
- Contributes credits for your LEED® project
- Effective cleaning that protects health without harming the environment

## WAXIE-Green

- WAXIE private label line that contributes to an effective green cleaning program
- High quality products that incorporate the latest green cleaning technology
- Third party certifications identified where applicable
- Reduce potential impacts on human health as well as the environment
- Compelling combination of performance, price, health and safety

## WAXIE Sanitary Supply

- Inventory centers and showrooms located throughout the Western United States
- LEED® Accredited Professionals
- WAXIE's Web@Work - offers real-time account management and e-commerce tool
- Serving the customer is the focus of everything we do



## Member:



Printed with soy based inks on processed chlorine free paper that exceeds EPA guidelines for post-consumer, recycled content.



## Corporate Headquarters

9353 Waxie Way  
 San Diego, CA 92123  
 (800) 995-4466  
[www.waxie.com](http://www.waxie.com)

488-1208-75M



- f. **Repair Services:** WAXIE Sanitary Supply is offering repair services at a 10% discount for service and parts to NCPA members using WAXIE Sanitary Supply's repair services. Outside of our geography NCPA members can utilize Nilfisk Advance or USA Cleans national repair services. We are negotiating discounts from both of these partners for NCPA.
- g. **Customer Support:**
  - i. Replacements or substitutions of product will not be made without the express written consent of the customer and we will only substitute a superior product. Customer may chose to purchase any product of their choice if sufficient inventory is not available and WAXIE will provide a list of available alternatives.
  - ii. Returns: See Tab 8 for Return Policy
  - iii. Restocking charges for stock items are waived for thirty days for contract customers. After thirty days a 10% restocking charge will be assessed for stock items. Transportation charges outside WAXIE or our subcontractor's normal delivery area are the responsibility of the customer.
  - iv. Order tracing is available through our web@work system.
  - v. Technical Feedback regarding system functions is available during normal work hours through our customer service department and the online help desk our Information Technology department operates.
  - vi. Quality Assurance for service is available to NCPA and major contract users through the WAXIE online metrics dashboard. Sales, Service Level, Fill Rate, GREEN Spend, Disadvantaged Business spend, Order Source and other important operational statistics are update each day and available online at all times.
  - vii. Drop Shipments will be discounted on a case by case basis, according to any additional savings negotiated for large orders from our manufacturers as well as the relevant freight costs. Drop shipments will be recommended wherever there is an opportunity to NCPA customers to achieve additional savings.
- h. **Sourcing:** WAXIE Sanitary Supply has a corporate and local purchasing division and we are capable of sourcing non catalog and special order items from approved vendors.
- i. **Other Services and Programs**

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

Training on products, processes, technologies, and materials management are incorporated into all of our spend management programs. Our intention with this vast array of seminars and training is not only to reduce the total cost of ownership (TCO) for our customers, but also manage risk as improvements to products and processes are developed. Ensuring a safe and cost effective janitorial solution is paramount for us at WAXIE. Our training programs include onsite training, seminars at our various company locations which are 2-4 hours each, as well as various pieces of literature. All training classes and materials are available in both English and Spanish. Our literature includes brochures, job cards and on the job training for cleaning procedures as well as CD'S which also demonstrate our programs. In some locations there are classroom courses which have been accredited by local colleges. We are currently in the process of developing E-Learning as a development tool as well. All training is offered free of charge to WAXIE customers. Custodial training is conducted by WAXIE Sales Consultants, Chemical and Machine Specialists as well as by our vendor partners. We have a full complement of training available to meet all customer training needs including procedures, products and solutions. For Web@work customers we offer both onsite and WebEx training in how to order online using our custom

## Professional Seminar Series

WAXIE Sanitary Supply through our various public and private sector contract is constantly working with customers to change to more efficient products, cleaning processes and procurement practices. In order to be effective we provide several different training modalities to our contract customers, beginning with our monthly seminar series.

## Onsite Product Training

Onsite training is available to all customers for any and all products they purchase from WAXIE. Training is routinely performed on an around the clock basis in order to meet the facility requirements of our clients. WAXIE utilizes product training specialists for chemicals, hand care and equipment to provide specialized training to contract customers. In addition WAXIE utilizes manufacturer's representatives for specialized product training. WAXIE will provide seminar programs to individual clients to help those clients meet their internal training requirements as well. This type of customer specific training has been done for many clients including the City of Tempe during a period when the City needed to crosstrain various maintenance departments on cleaning procedures, OSHA requirements and Customer Service Responsibilities. Projects like this provide WAXIE Sanitary Supply with opportunities to create client specific training modules and we encourage end users to challenge us in this area.

WAXIE Sanitary Supply provides outside customer service representation to all contract customers for the purposes of demonstrating new products, providing training on all products and providing samples of more efficient and GREEN products. This is especially useful since many of the chemical products and equipment are new and sophisticated WAXIE Sanitary Supply employees are Chemical and Equipment Specialists. Our specialists provide product demonstration and training wherever necessary. This includes everything from how dispensing systems work and their safe operation to completely training a school districts staff on all aspects of cleaning and maintenance. Many schools take advantage of this during the summer to meet all of their annual training requirements.

WAXIE Sanitary Supply public sector sellers are also being certified to sell to the public sector and education facilities. That program will be updated to include the NCPA contract. This will guarantee that any new public sector sales personnel have an in depth understanding of the NCPA contract and its position as our lead offering to public sector entities. WAXIE Sanitary Supply will provide the same training and certification to our fulfillment agent's sales force to assure they are fully competent to present the NCPA contract whenever called upon. WAXIE Sanitary Supply will provide field support for large projects as necessary to drive inclusion of NCPA members.

- a. WAXIE will provide onsite training for product use, equipment operation, and cleaning techniques to any customer purchasing their janitorial supplies and equipment through the NCPA contract from WAXIE.
- b. Training can be customized to meet the customer's requirements for content and schedule. Our customers operate 24/7/365 and we provide training when the employees are present including nights and weekends.
- c. WAXIE offers seminars at all of our locations open to all customers. These seminars provide in depth information on a variety of cleaning topics and related areas. A current sample schedule can be found at <http://info.WAXIE.com/events/WAXIE-arizona-events/>
- d. Additional training is offered through our use of dedicated Chemical Specialists and Equipment Specialists at each location. These experts can provide training at customer locations on topics related to cleaning, safety, equipment operation and equipment repair.

## Our company trainers

Training can be accomplished in a variety of methods. Hands-on classroom training is available at either the WAXIE San Diego location or the customer's site. Alternate training methods include webinar classes and self-study tutorials on the WAXIE website. Training materials can be provided in either electronic or print

## Manufacturer Support

WAXIE Sanitary Supply is proud to partner with many of the leading manufacturing companies in the world. They include Kimberly Clark, Georgia Pacific, JohnsonDiversey, Gojo, Heritage Bag, Rubbermaid and Nilfisk/Advance. All of these leading companies employ manufacturer representatives who are eager to assist in the training of NCPA personnel who will be using their products. In addition, the chemical companies provide 1-800 technical assistance hot lines to help in proper chemical handling and usage. WAXIE's Lead Sales Consultant will work with all NCPA management to ensure training is scheduled on all paper, chemical and equipment.

In an industry where supply costs account for only 5 to 10 percent of total cleaning budgets, and labor costs represent 90 to 95 percent, the importance of properly trained personnel becomes very apparent. We understand this and have committed substantial resources to the development of our people as well as the responsibility to provide this value-added service to our customers. While we are not aware of all the service needs within your facilities, we make the commitment to design (with your input) and provide in-service training that allows people to move forward. Our goal is to make your people more effective. We are confident in our ability to maximize your staff's efficiency, with the support of our training staff, our team of Sales Managers and Sales Consultants.

We offer training and seminars in areas such as:

- Bloodborne Pathogen Cleanup
- Carpet Care
- Cleaning Chemistry 101
- Cost Saving Site Survey
- Employee "Right-to-Know" Law
- Equipment Training
- "GREEN" & Environmentally Friendly Product Overview
- Hand Washing Awareness
- Hard Floor Care
- How to Read an MSDS
- "LEED" Overview
- OSHA Regulations
- Patient Room Cleaning
- SB892 Regulatory Compliance
- Software for Cleaning Management
- Team Cleaning Concept
- Washroom Care

These seminars are conducted by WAXIE personnel and our manufacturers' representatives, and can be conducted in any our locations or within your facilities.

- Dedicated Training and Development team in WAXIE offices that can be deployed to your facility to support a variety of training needs--topics determined by WAXIE and the NCPA mutually.
- WAXIE Equipment and Chemical Specialists – Dedicated staff members to support, train and consult on cleaning procedures and efficiencies.
- Healthy High Performance Cleaning Program (HPPC) – The most comprehensive training and education program for staff that incorporates on the job training tools to support your GREEN cleaning procedures. Includes job performance checklists, HHPC procedures and training posters. Onsite training from HHPC professional.

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

WAXIE has many customers using Punchout. Our Punchout customers vary greatly in spend and order frequency range and its typical that all of a Punchout customer's order volume with go through Punchout and in some cases our customers have asked us to disable their user's web ID's once the customer has moved to a Punchout ordering platform. One of our larger Punchout customers is The San Diego Unified School District with sales of \$3,307,216 and 5,284 orders processed through Punchout in the last 18months. For the same time period the University of California sites in Davis, Irvine, Hastings, San Diego, Berkeley and Santa Barbara had Punchout sales of \$2,338,101 or 6,946 orders.



WAXIE's Punchout capabilities authenticate at the customer's ship-to level and provide real time pricing and item availability for each customer ship-to location. Punchout customers are automatically signed into their catalog through the Punchout setup request and see their specific pricing. Punchout customers are also able to set up customized shopping lists, view previous orders and copy their previous orders into the current shopping cart for easy ordering. The functionality of WAXIE's Punchout system is a mirror image of our existing online ordering website with the exception of returning each individual Punchout shopping cart to the customer's backend system. Once the shopping cart is sent to the customer's system, it is deleted from WAXIE's system as it goes through the requisition and approval process within our customer's backend system. Once a requisition is approved and turned into a Purchase Order, it will be sent electronically (XML, OCI, etc) to WAXIE's system at which time it will be converted to an order and sent to one of WAXIE's warehouses for picking.

WAXIE Sanitary Supply has full summary billing capabilities and the ability to invoice multiple departments. WAXIE's billing system is indeed flexible enough to meet the needs of NCPA's accounting system. WAXIE Sanitary Supply will provide required technical assistance during our normal hours of operation.

- e. **GREEN/Sustainability Program: WAXIE's Corporate Environmental Stewardship**  
Statement follows:



## Commitment to Sustainability

WAXIE Sanitary Supply is committed to being a leader to promote responsible business practices that support sustainable communities that are secure, economically prosperous, environmentally responsible and healthy places in which to live and work.

Sustainability has emerged as a global theme of the 21<sup>st</sup> century – it is a concept that balances the interconnectedness of the environment, the economy and our quality of life, and that recognizes the importance of our stewardship over each. WAXIE shares the goal of establishing partnerships to advance education, communication, business best practices, policies, research, technologies and programs to support a more sustainable region for all generations.

WAXIE's commitment to sustainability in general, and green cleaning (or effective cleaning that protects human health without harming the environment) in particular is demonstrated by a number of actions, including:

- **WAXIE is a member of the US Green Building Council (USGBC) – with two (2) company buildings earning LEED Silver certification**
- **WAXIE San Diego Headquarters and Inventory Center earned Energy Star certification**
- **WAXIE Santa Ana Inventory Center installed solar panels**
- **A WAXIE employee sits on the Board of Directors for the San Diego chapter of USGBC, and serves as the chapter's Immediate Past President and point of contact for LEED EBOM**
- **Ten (10) WAXIE employees are LEED® Accredited Professionals and three (3) are LEED GA**
- **Thirty-one (31) WAXIE employees are CIMS-GB ISSA Certification Experts**
- **WAXIE is a charter signatory of the San Diego Regional Sustainability Partnership ([www.sdrsp.org](http://www.sdrsp.org))**
- **WAXIE has a broad selection of environmentally preferable products (including numerous WAXIE private labeled cleaning products) that have received certifications from Green Seal, EcoLogo and Scientific Certification Systems, or have been formulated in partnership with EPA Design for the Environment (DfE).**
- **WAXIE has developed Green Partner Support™ (GPS®) to assist green-committed end-user customers implement more effective green cleaning programs**
- **WAXIE was on Technical Committees for development of ISSA Cleaning Industry Management Standard (CIMS and CIMS-GB), and a participating stakeholder in the Standard Development Team for the Green Seal "Green Cleaning Services Standard" (GS-42) and revision of Industrial and Institutional Cleaners (GS-37)**
- **WAXIE has conducted numerous "Green Cleaning Seminars" at WAXIE branches in San Diego, Santa Ana, Ontario, Los Angeles, Palm Springs, San Francisco, Tempe, Tucson, Las Vegas, Salt Lake City, Portland, Seattle, Colorado Springs and Denver**
- **WAXIE representatives have been asked to speak at functions for organizations such as USGBC, BOMA, IFMA, PABSCO, ISSA, SCSSA, SDEP, HPSI and CURB on the subjects of green cleaning, LEED or sustainability**
- **WAXIE consultants have assisted with green cleaning needs of several LEED projects**
- **WAXIE Desk Calendars and Product Catalogs and product literature printed with post-consumer recycled content using soy based inks; Green section of catalog and website developed to provide customer education and promote green purchasing**
- **Sponsor and host for LEED for Existing Buildings Technical Review Workshops and other LEED EBOM Educational Series in partnership with USGBC chapter**
- **Delivery routes planned with routing software that minimizes travel time, resulting in less fuel consumption and vehicle emissions – also pilot in place for CNG and hybrid delivery trucks for some routes to further decrease fuel consumption and vehicle emissions**
- **Recycling and waste diversion program for corrugated, shrink wrap and pallets, as well as other ongoing consumables, durable goods and facility alterations**
- **Green Cleaning Policy, Recycling Policy, and water conserving devices installed in restrooms**
- **Video conferencing technology utilized to decrease need for face-to-face meetings**
- **Web@work e-commerce platform and eInvoicing promoted to minimize paper usage**
- **RFP technology utilized for inventory control to minimize paper usage**



**800-995-4466 • [www.waxie.com](http://www.waxie.com)**

**1. Policies: Efforts and policies pertaining to GREEN and sustainability.**

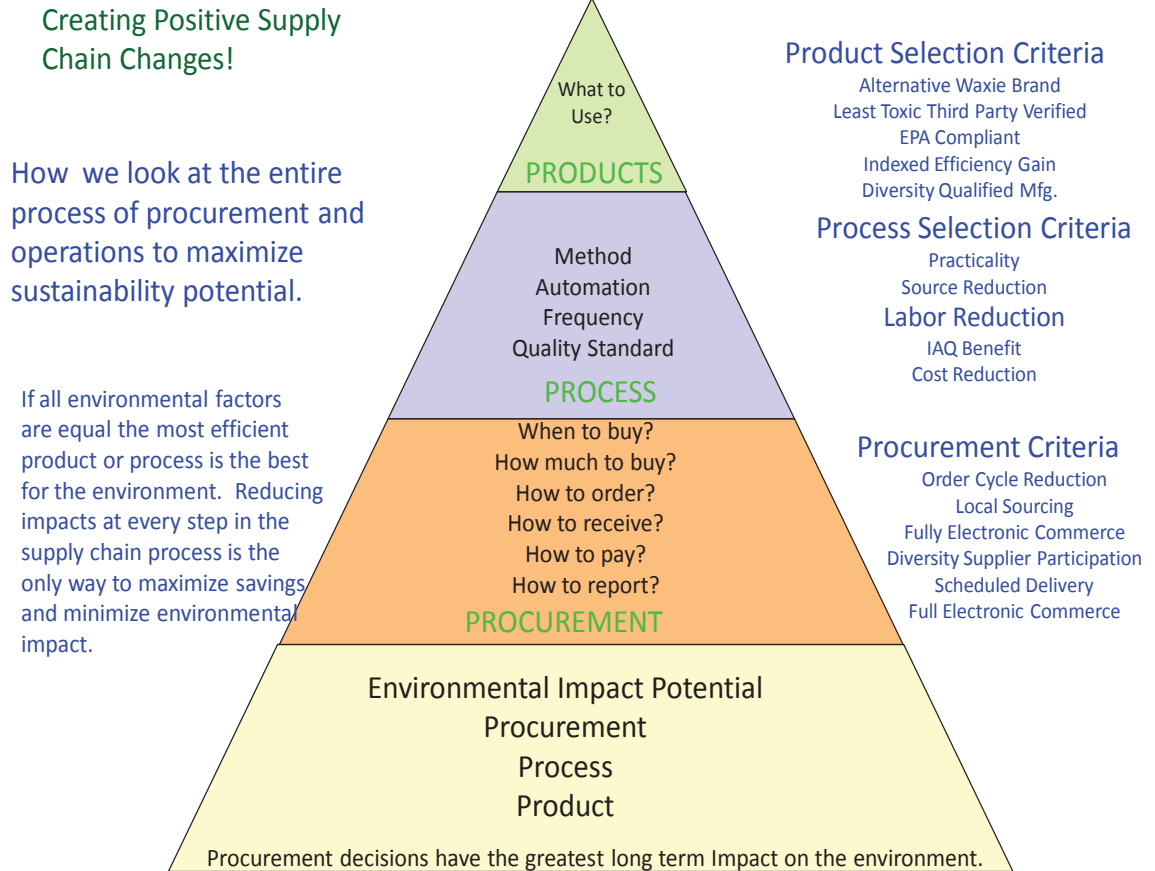
- a. All new WAXIE Sanitary supply Inventory Centers will be at a minimum LEED Silver certified. WAXIE has two LEED silver certified warehouses in Mesa, AZ and Salt Lake City, UT, and a LEED EBOM process going on at our Livermore, CA facility.
- b. Working with our truck leasing partner Penske WAXIE has introduced CNG trucks at our Santa Ana, CA facility and will be adding trucks as they become available in locations where CNG filling capacity is also available.
- c. WAXIE has invested in education with 12 LEED Accredited Professionals on staff and 36 CIMS Certified Professionals. There is a continuing process in each market sector to bring sales staff accreditation from these two organizations.

**2. Products: Impact on product offerings.**

- A. WAXIE will assess all product utilization system wide and each individual agency or contract user.
- B. WAXIE will introduce the most efficient product, cleaning process and procurement program to each and every contract customers.
- C. WAXIE will provide strong financial incentives for customers to make the changes necessary to maximize their savings and minimize the impact on the environment of all aspects of their cleaning and building maintenance operations.
- D. WAXIE uses the methodology shown below to assess the customer activities that have the highest impact on the environment.



## Environmental Impact Pyramid



### 3. Distribution: Impact on distribution process.

WAXIE utilizes very narrow aisle warehouse technology as well as a state of the art delivery routing system to reduce the overall cost of operations and the impact on the environment. We are introducing CNG fueled vehicles and look forward to converting as much of our fleet as possible.

### 4. Certifications: The Industry recognized certifications and standards obtained and those represented through its catalog of products.

WAXIE Sanitary Supply distributes several hundred different products which have earned certifications from such standards as those from UL Environment/EcoLogo, Green Seal, EPA Design for the Environment (DfE), Scientific Certification Systems (SCS), Forest Stewardship Council (FSC), Clean Air Choice – Cleaners (CACC) certification from the South Coast Air Quality Management District (SQAMD), Carpet & Rug Institute (CRI) Seal of Approval (SOA) and Green Label, as well as products which meet the EPA Comprehensive Procurement Guidelines for post-consumer recycled content, among others. A full list of these products and their certifications is available upon request.

# GPS® SUITE OF TOOLS

Develop a Customized Green Cleaning Policy  
Implement a High Performance Cleaning Program

- ✓ Identify Your Green Cleaning Team
- ✓ Evaluate Green Cleaning Opportunities
- ✓ Customize Green Cleaning Program
- ✓ Track Training on Green Cleaning Procedures
- ✓ Measure Green Cleaning Product Purchases
- ✓ Assess Green Cleaning Program Effectiveness
- ✓ Calculate Your ROI



Measure Performance  
to Earn LEED Credits

- ✓ Product Purchases
- ✓ Custodial Effectiveness

Visit: [www.waxie.com](http://www.waxie.com) for more information or call (800) 995-4466



**WAXIE**  
SANITARY SUPPLY

# FOLLOW THE GPS® PATH

Earn LEED® EB:OM Credits & CIMS-GB Certification

8



## Serving The Customer Is The Focus of Everything We Do

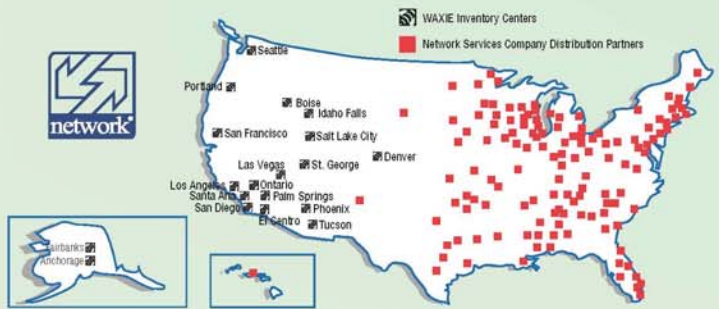
- Professional Laborsaving Cleaning Solutions Focused On Your Bottom Line
- eCommerce Service Offering - Online Ordering And Account Management
- Next-Day Delivery In The Metro Areas We Serve
- Your Single Source Of Quality Products
- State-Of-The-Art Inventory Centers, Including Two LEED Certified Facilities

## Local, State and National Contracts

- State of Arizona
- GSA Advantage
- University of California
- DOD eMail
- WSCA (WESTERN STATES CONTRACTING ALLIANCE)
  - Alaska, California, Colorado, Idaho, Nevada, Oregon, Utah, Washington

## Member/Owner of Network Services Company

A National Distribution Organization



WAXIE PHOENIX, ARIZONA - LEED SILVER



WAXIE SALT LAKE CITY, UTAH - LEED SILVER



Visit: [www.waxie.com](http://www.waxie.com) for more information or call (800) 995-4466





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

Because WAXIE realizes that keeping equipment in peak condition is necessary for efficient operations, we employ a fully staffed equipment service center. This center performs in-house and onsite equipment repair. In addition, to prevent productivity loss, which can lead to higher overall cost and lower building appearance, WAXIE's service center offers preventative maintenance programs. These programs are aimed at keeping the contract user's equipment operating without interruption.

WAXIE employs a Machine Specialist at all major inventory centers. Machine Specialists are available for onsite consultation for any State Contract customer. In addition to field diagnosis and trouble-shooting, machine specialist provide initial training for new equipment. Machine Specialists also provide equipment maintenance seminars as part of monthly seminar series at each location. In 2012 the Equipment Repair, Maintenance and Operation seminar will be given twice in Phoenix and twice in Tucson.

#### Mesa Arizona Service Center Staff

- Arizona Service Center(s) Phoenix and Tucson
  - Bill Rhoades Service Center Manager
  - Tim Lamper, Service Center Coordinator
  - Al Edgar, Equipment Specialist
  - David Walker Service Center Technician Tucson
  - Audie Tucillo, Service Center Technician Mesa
  - Kurt Mueller, Service Center Technician Mesa
  - Eustacio Padilla, Service Center Technician Mesa
- Nevada Service Center (Las Vegas)
  - Services North Western Arizona, Lake Havasu, Kingman, Bullhead City.
- Southwestern California Service Center (El Centro)
  - Services Yuma and Southeastern Arizona
- Salt Lake City Service Center
  - Services the Four Corners area, and Page. The Parker area is covered out of the WAXIE Inventory Center in Palm Springs.

WAXIE is an authorized repair service station for the following manufacturers:

1. National Super Service (NSS)
2. Windsor Industries
3. Kent by Nilfisk-Advance
4. Nilfisk-Advance
5. Eureka (Sanitaire)
6. Taski
7. Pullman-Holt (White)
8. Alto (Clarke)
9. Castex-Nobles-Tennant-Eagle
10. Amerivap
11. Euroclean
12. Powr-Flite
13. Karcher-Tornado
14. Hydro-Tek Pressure Washers

Parts inventory is kept at approximately \$300,000 at our Mesa location.

- Current average turnaround time is 3 days. State Contract users have priority over non-state accounts.
- All repairs are warranted against defects in parts or workmanship for 90 days.
- Charges for State Contract users are \$15.00 per quarter hour shop charge. \$15.00 per

- WAXIE offers rental equipment, if needed, and delivers to any site for \$50 each way.
- WAXIE offers loaner equipment to State Contract users if repair time is lengthy due to parts availability or emergency situations.
- Rentals and loaner equipment is based upon availability.
- Onsite or telephone assistance for all equipment issues is available through WAXIE's Service Center Coordinator, Tim Lamper.

#### Preventive Maintenance Programs (PM Programs)

PM programs are available to contract users who rely on labor savings generated by having equipment in proper working condition.

Scope of PM: The goal of preventive maintenance is to eliminate down time and prevent costly repairs from occurring. While it is impossible to eliminate any repair, PM service can limit the frequency of costly repairs. During each scheduled PM service, very specific tasks will be completed on each piece of equipment, each detailed on a form to be provided to end-user. Charges for PM service are calculated on an hourly basis. Trip time is added as appropriate.

During each PM service all minor adjustments and repairs will be completed. Charges for repairs beyond the scope of the PM service will be based on time and materials, with the customer's approval required for work to be completed.

Each account location will be notified of preventive maintenance service calls one week prior to the visit. Flexibility will be exercised at all times with regard to the scheduled service. If during any scheduled service it is determined by the WAXIE service tech that the machine is in need of a more extensive repair than PM service can provide, the contract user will be notified and arrangements will be made for the machine to be repaired.

WAXIE will provide to each contract user a full report following a PM service detailing the condition of and any issues relating to the equipment. If at any time, it is determined that vandalism or purposeful misuse of the equipment is the direct cause of the required repair, WAXIE will immediately notify the contract user for instructions. WAXIE adheres to manufacturer warranties and established exceptions to warranties. All details for PM service will be provided to contract users upon request.

#### Equipment Warranty

WAXIE is a distributor and not a manufacturer and therefore does not have quality control processes in place for manufacturing. The procedure for WAXIE Brand Products is as follows:

Equipment Warranty's are provided by all of our equipment vendors as a requirement for doing business with WAXIE Sanitary Supply.

#### g. Customer Support Services

- i. Replacements or substitutions of product will not be made without the express written consent of the customer and we will only substitute a superior product. Customer may chose to purchase any product of their choice if sufficient inventory is not available and Waxie will provide a list of available alternatives.
- ii. Returns: Add policy.
- iii. Restocking charges for stock items are waived for thirty days for contract customers. After thirty days a 10% restocking charge will be assessed for stock items. Transportation charges outside Waxie or our subcontractors normal delivery area are the responsibility of the customer.
- iv. Order tracking is available through our web at work system.

- v. Technical Feedback regarding system functions is available during normal work hours through our customer service department and the online help desk our Information Technology department operates.
- vi. Quality Assurance for service is available to NCPA and major contract users through the Waxie online metrics dashboard. Sales, Service Level, Fill Rate, Green Spend, Disadvantaged Business spend, Order Source and other important operational statistics are update each day and available online at all times.
- vii. Drop Shipments will be discounted on a case by case basis, according to any additional savings negotiated for large orders from our manufacturers as well as the relevant freight costs. Drop shipments will be recommended wherever there is an opportunity to NCPA customers to achieve additional savings.

h. Sourcing: Waxie Sanitary Supply has a corporate and local purchasing division and we are capable of sourcing non catalog and special order items from approved vendors.

i. Other Services and Programs: Waxie has many examples of customized programs for large public sector clients including, custom training content, vendor managed inventory.



## Tab 8 – Value Added Products and Services

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

**GPS Program**

**Web at Work**

**Spend Management**

**LEED Consultants**

### **OTHER Products and Services:**

WAXIE can provide each customer with a highly trained outside representative and inside representative familiar with their product usage as well as their facilities needs. Access to inside support is available during normal business hours. Access to outside support is available by appointment. WAXIE's outside representatives will be making regularly scheduled visits to each customer based on their needs and during these visits these representatives will be seeking out issues to resolve for their customers.

There are no additional costs for these services.

Customers will be able to access WAXIE's web at work ordering system 24 hours a day to place orders online. In addition to being able to see their contract pricing customers can research product availability and make immediate decisions on substitutes to assure they have the supplies they need.

Normal delivery of products is next business day, for orders placed before 3pm, within WAXIE's vehicle delivery area unless the customer requests a specific delivery date. WAXIE prides itself on fill rates that exceed 95% on stock items. Outside of WAXIE's vehicle delivery area in rural areas delivery will be within five business days for stocked contract items.

Special order or non stock items will be delivered within five days of receipt of product from manufacturer. The only exception is in extremely remote areas of Alaska and Hawaii.

WAXIE can offer fill or kill but our default is to backorder the product and deliver as quickly as possible from any of our inventory centers. If an agency prefers we fill or kill we can program that into their account. Backordered balances of any order, that exceeds stock inventory based on past cyclical order patterns, will be delivered based on the lead time from the manufacturer with next day delivery once the item reaches the WAXIE warehouse. WAXIE will not substitute a product unless we have the express permission of the ordering agency. The substituted product will be sold at the original product's price and be of equal or higher quality. Only upon written approval will WAXIE ship a substituted product.

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

Other value-add services not included in above categories such as installation of chemical and paper product dispensing units.

## **Inventory Management**

WAXIE would provide an inventory management program for the four city storerooms in the following manner: WAXIE employee would routinely visit each city storeroom at weekly or monthly intervals, depending on the needs of the storeroom to assess inventory and order product to pre-established par levels.

The cost for this value added option would be \$50 per storeroom management visit. Considering the four city storerooms, that would equate to \$800 per month for weekly visits to each of the four storehouses, or \$200 per month for monthly visits to each of the four warehouses. Other options will be entertained based on the needs of the individual storerooms outside of these parameters, to be mutually agreed upon between WAXIE and NCPA.

In an effort to aid the city in improving storehouse operational efficiencies, WAXIE would offer our assistance at no charge to NCPA.

## **Cleaning Cost Analysis Program (CCPS)**

WAXIE Sanitary Supply, upon award of a significant portion of the janitorial spend, will furnish the Game Plan Program <sup>TM/MC</sup> for Custodial Workforce Optimization to the NCPA.

The Game Plan <sup>TM/MC</sup> Program is a comprehensive workloading package licensed to use independent area type and task standards developed by APPA ([www.appa.org](http://www.appa.org)) as well as tasks developed by ISSA ([www.issa.com](http://www.issa.com)) and leading consultants. In the market for over 15 years, the software is used internationally in more than 400 education, government, and healthcare institutions and building service contractors alike.

The Game Plan <sup>TM/MC</sup> Program is a simple, powerful tool for custodial workforce optimization. The cornerstones of this feature-rich management tool are workloading/work allocation, cost & labor estimation, inspection and reporting for continual optimization of processes and resources. The Game Plan Program <sup>TM/MC</sup> was developed to help custodial departments optimize labor in the face of budget constraints, headcount reductions, and an increasing understanding of the benefits of clean environments on student health and performance.

Some highlights of the program similar to CCAP:

- Extensive work loading capabilities
- Ability to generate printed work orders for routine and project tasks
- Calculates employee and budget needs
- Ability to track personnel records and management
- Chemical usage prediction and analysis
- Asset / equipment management
- Please see enclosed literature

Highlights of Game Plan <sup>TM/mc</sup> Program believed to exceed CCAP:

- Contains full inspection capacity integrated with work loading application
- Gives the ability to run “what if” scenarios instantly onsite without the need for third-party participation
- Embedded APPA and ISSA industry standard cleaning frequency data to expedite input and analysis of cleaning activities
  - APPA standardized five levels of clean integrated into the program so user can immediately see impact of higher/lower cleaning frequency on staffing levels.
  - All reports are exportable to Word, Excel or PDF
  - Inspection reports- detailed information that can be analyzed by zone, supervisor, employee and inspection criteria to make real time operational decisions.
  - Multi-level, password protected user access ensures employees see only what they need to see, which eliminates potential tampering.
  - Photo's container: can house photos of buildings, floor plans, rooms, employees in application if needed.

WAXIE Sanitary Supply does have a Cleaning Cost Analysis Program and can be shared with NCPA to determine if it fits the needs of NCPA.

The program is a comprehensive workloading package licensed to use independent area type and task standards developed by APPA (www.appa.org) as well as tasks developed by ISSA (www.issa.com) and leading consultants. In the market for over 15 years, the software is used internationally in more than 400 education, government, and healthcare institutions and building service contractors alike.

## SIMPLE DASHBOARD REPORTING


WAXIE can provide detailed monthly sales data by state and customer including all data collected in the order to fulfillment process. WAXIE can create a customized program for NCPA with an online metrics dashboard that summarizes data and provides an easily downloadable excel file with all contract sales data on a line item basis. A sample metrics dashboard is attache WAXIE's overall performance in the following categories is as follows:

(1) Order fill rate - 98.2%

(2) Line fill rate - 91.7%

(3) On-time delivery - WAXIE prides itself on providing next-day delivery for orders received by 4:00 PM

(4) Back Orders - WAXIE has many Regional Inventory Centers in the service area. We pride ourselves in keeping adequate stock on hand to fill our customer's needs. If there is a back order it is easily filled by one of our other Regional Inventory Centers. A transfer truck travels between the various Regional Inventory Centers weekly to fill any back orders in a timely manner.



Serving the Customer is the Focus of Everything We Do

DASHBOARD

SCORECARD

PROGRAMS

Sales Analysis

	Sales Amount	# of Orders	Avg Order Amt
Q1/2011	\$1,830,237.95	1693	\$1,081.06
Q2/2011	\$1,698,085.75	1529	\$1,110.59
Q3/2011	\$2,118,067.28	1941	\$1,091.22
Q4/2011	\$2,008,861.53	1782	\$1,127.31
Total: 2011	\$7,655,252.56	6945	\$1,102.27
Q1/2012	\$2,113,459.27	2014	\$1,049.38
Q2/2012	\$2,274,024.45	2017	\$1,127.43
Q3/2012	\$1,316,462.94	979	\$1,344.70
Total: 2012	\$5,703,946.67	5010	\$1,138.51

Order Analysis

	Fax	Phone	Web	Other Amt
Q1/2011	12.21%	8.39%	23.14%	56.27%
Q2/2011	11.59%	9.70%	24.40%	54.31%
Q3/2011	9.22%	10.23%	30.54%	50.01%
Q4/2011	7.14%	9.85%	43.12%	39.89%
Total: 2011	9.92%	9.57%	30.70%	49.81%
Q1/2012	3.57%	8.71%	44.87%	42.85%
Q2/2012	3.84%	8.48%	41.96%	45.73%
Q3/2012	6.02%	6.50%	44.01%	43.47%
Total: 2012	4.22%	8.12%	43.45%	44.16%

Diversity Supplier Sales

Description	YTD Sales	CY % of Total	PY Sales	PY % of Total
Hubzone	\$147	0.00%	\$288.69	0.01%
Minority Owned	\$539	0.01%	\$1,833.76	0.02%
Small Business	\$950,745	18.04%	\$650,172.83	15.93%
Veteran Owned	\$415	0.01%	\$342.47	0.01%
Women Owned	\$429,865	8.15%	\$281,864.42	6.79%
Total	\$1,381,713	26.21%	\$941,880.17	22.77%

Core vs Non-Core Spend

	Q1	Q2	Q3	Q4
2012 Quarterly Breakdown				
Non-Core	100.00%	100.00%	100.00%	
2011 Quarterly Breakdown				

Savings Analysis

	CY Savings	PY Savings
Trade Discount Savings:	\$181,344	\$116,690

Service Analysis

	CY	PY
Q1	87.46%	87.74%
Q2	95.59%	95.31%
Q3	84.96%	86.31%
Q4		88.77%

Fill Rate Analysis

	Core Items	Non-Core
Q1/2011	100.00%	95.04%
Q2/2011	100.00%	94.80%
Q3/2011	100.00%	94.09%
Q4/2011	100.00%	96.95%
Total for 2011	100.00%	94.99%
Q1/2012	100.00%	95.06%
Q2/2012	100.00%	94.74%
Q3/2012	100.00%	94.39%
Total for 2012	100.00%	94.78%

Green Analysis

CY % of Sales: 38.13%		PY % of Sales: 37.49%		
Year 2011 Quarterly Breakdown				
	Qtr 1	Qtr 2	Qtr 3	Qtr 4
GS	6.31%	7.98%	9.07%	6.12%
EC	8.55%	8.18%	8.22%	12.58%
EPA CPG	14.07%	13.03%	14.90%	15.54%
EPA DFE	0.08%	0.14%	0.07%	0.30%
CRI	0.71%	0.94%	0.67%	1.01%
SCS	0.26%	0.19%	0.25%	0.40%
EPP	10.54%	6.96%	1.69%	1.39%
Total:	40.53%	37.42%	35.06%	37.34%
Year 2012 Quarterly Breakdown				
	Qtr 1	Qtr 2	Qtr 3	Qtr 4
GS	6.21%	7.76%	8.99%	
EC	15.48%	10.35%	12.75%	
EPA CPG	15.48%	13.78%	15.42%	
EPA DFE	0.11%	0.14%	0.10%	
CRI	1.96%	1.44%	2.71%	
SCS	0.24%	0.42%	0.37%	
EPP	0.96%	0.68%	0.41%	

## **Spend Management:**

There are a number of areas where customers and NCPA can work together to reduce costs, prices and the impact of the contracts fulfillment on the environment.

- a. A minimum order dollar amount could be implemented that would reduce the number of transits dramatically. The largest contribution to environmental impact fulfillment of the contract has is the amount of fuel used to get product from our warehouses to our customers. WAXIE can provide detail regarding these impacts and would look to negotiate a pricing reduction if a minimum order is incorporated into the contract.
- b. Another effective way to impact costs is to work with customers to schedule delivery. For customers with large capacity warehouses this enables both WAXIE and the customer to best utilize their labor and capital resources. For instance our overall business sees 65-70% of product moved the first and last week of the month. We routinely work with large clients to schedule delivery during the slower periods of the week and month to optimize our labor and capital resources. WAXIE is interested in negotiating a price concession if NCPA is willing to allow a scheduled delivery program to be part of this contract.
- c. Automated Clearing House/Electronic Funds Transfer payment can substantially reduce the time between invoice and payment. Many public sector customers are able to work with these electronic invoice and payment systems and WAXIE is willing to negotiate an incentive for customers to use ACH/EFT payment.
- d. WAXIE is willing to provide an incentive for customers to "Go GREEN". WAXIE promotes environmental stewardship within our own company and to our customers in all markets. WAXIE is willing to negotiate a price rebate or concessions to customers that meet GREEN spend goals agreed to with NCPA.

## **Leasing Options:**

- It is also possible to lease a machine, just talk to a customer service representative or your WAXIE Sales Consultant
- Healthy High Performance Customer Communication Program Manual – Comprehensive communication program that supports your organization's commitment to HHPC program with your internal customer, external customers and the public. Includes Press release, poster, newsletter, table tents and other templates designed to communicate your facilities commitment to sustainable cleaning.
- CampusCare is a comprehensive yet customizable set of programs designed to address the cleaning and labor management needs of K-12 and Higher Education institutions. It's a flexible program in that individual end-users can select any or all program elements and tailor them to fit their individual needs.
  - The program is based four value pillars or customer hot buttons that speak marketplace trends: Sustainability, Cost Control, Safety, and Building Longevity. NCPA Support Team – Between WAXIE and JohnsonDiversey, a team of professionals will be available to support the NCPA, including Ed Williams, Greg Eldart, Tyler Gaerin, along with additional staff from both companies as needed.

Complete analysis and consulting on all items used in the NCPA to streamline, economize and suggest alternatives based on the emerging needs of the campus. This includes, but is not limited to addressing all sustainability aspects, purchases from manufacturers from the minority business community, and mutually devising programs with NCPA, addressing most effective cleaning processes available from the industry





THE CUSTOMER IS THE FOCUS OF EVERYTHING WE DO

To: All Employees  
From: Sandy Nourian  
Date: May 6<sup>th</sup>, 2011  
Subject: Return Policy

The following guidelines are for returns and / or product exchanges.  
Determine product was purchased from WAXIE and the method of payment using the APLUS system. When product is eligible for return apply the credit to:

- Account if purchased on WAXIE open account
- Credit Card using the original credit card information if a credit card was used on the original order number
- Refund Cash for all original cash transactions

Cash may be given when the original method of payment is cash or check and does not deplete your start-up cash drawer balance. A 2 week clearance for checks is needed prior to giving cash. When a return will significantly lower the balance in the drawer a check request is required. The check request which includes the customer's full name, address and invoice number shall be scanned and emailed to Doris Filio at Corporate.

Returns should only be given for products that meet the definition of "New":

- Is in unopened packaging
- Packages are not damaged and can be sold as new merchandise
- Product is active and has not been deleted or phased out
  - o If active, product has not undergone significant label changes
- Custom (special size or logo) or special order (not carried in catalog) items cannot be returned for credit unless vendor agrees to take the product back.
  - o If there is a restocking fee and freight charge, it will be deducted from the credit.

Chemicals Return Policy:

- Determine the expiration date of the product.
  - o If the product is expired or about to expire, the product is not eligible for return.
  - o If the product is in sellable condition and has not expired, follow the guidelines listed below:

From Date of Sale	Chemicals
1-90 Days	Bleach – Full credit if "New"
1 – 180 Days	Full credit if "New" (except Bleach products)
181 Days or Older	No Credit

Parts Return Policy:

Parts no older than 30 days from the date of purchase are subject to a minimum of 25% restocking fee based upon the value of the product. (Restock fees may be higher if the vendor charges WAXIE a different amount). Use item 638380 to apply the restock. Customer is required to pay freight on all returns unless otherwise noted – please adhere to the freight policy dated February 2011 to determine how to apply freight on the order.

Parts older than 31 days from the date of purchase are not eligible for a return.

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ ARRA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ 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.

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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: WAXIE Sanitary Supply

Title of Authorized Representative: Corporate Accounts Director

Mailing Address: 4136 E. McDowell Rd, Mesa, AZ 85215

Signature:



## **Contractor Requirements**

### **Contractor Certification**

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

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

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

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

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

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**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

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**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.



\_\_\_\_\_  
Signature of

Respondent

October 22, 2012 Date



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

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

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

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

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

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

Vendor: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Bidder: \_\_\_\_\_



Signature

Mike Muscara

Printed Name

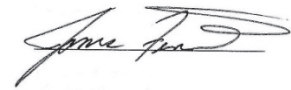
Corporate Accounts Director

Position with Company

Authorizing Official:

James Fischer

Signature



Printed Name

Vice President Business  
Development

Position with Company

## **ARRA Standard Terms and Conditions Addendum for Contracts and Grants**

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

### **AVAILABILITY OF FUNDING**

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

### **BUY AMERICA REQUIREMENT**

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

### **CONFLICTING REQUIREMENTS**

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

### **FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

### **INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

## **JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

## **PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

## **REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
  - i. The name of the entity receiving the subaward;
  - ii. The amount of the subaward;
  - iii. The transaction type;
  - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - v. Program source;
  - vi. An award title descriptive of the purpose of each funding action;
  - vii. The location of the entity receiving the subaward;
  - viii. The primary location of the subaward, including the city, state, congressional district and country; and
  - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
  - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

## **SEGREGATION OF FUNDS**

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

## **WAGE REQUIREMENTS**

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

## **WHISTLEBLOWER PROTECTION**

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

## **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);



- supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
  - 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
    - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
  - 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      - 1) The copyright in any work developed under a grant or contract; and
      - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
  - 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
  - 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

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

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

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

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332. Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for

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

### **No.**

#### **Cities, Towns, Villages and Boroughs in Oregon**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE  
DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS

24 CITY OF DAMASCUS  
 25 CITY OF DUNDEE  
 26 CITY OF EAGLE POINT  
 27 CITY OF ECHO  
 28 CITY OF ESTACADA  
 29 CITY OF EUGENE  
 30 CITY OF FAIRVIEW  
 31 CITY OF FALLS CITY  
 32 CITY OF GATES  
 33 CITY OF GEARHART  
 34 CITY OF GERVAIS  
 35 CITY OF GOLD HILL  
 36 CITY OF GRANTS PASS  
 37 CITY OF GRESHAM  
 38 CITY OF HAPPY VALLEY  
 39 CITY OF HILLSBORO  
 40 CITY OF HOOD RIVER  
 41 CITY OF JOHN DAY  
 42 CITY OF KLAMATH FALLS  
 43 CITY OF LA GRANDE  
 44 CITY OF LAKE OSWEGO  
 45 CITY OF LAKESIDE  
 46 CITY OF LEBANON  
 47 CITY OF MALIN  
 48 CITY OF MCMINNVILLE  
 49 CITY OF MEDFORD  
 50 CITY OF MILL CITY  
 51 CITY OF MILLERSBURG  
 52 CITY OF MILWAUKIE  
 53 CITY OF MORO  
 54 CITY OF MOSIER  
 55 CITY OF NEWBERG  
 56 CITY OF NORTH PLAINS  
 57 CITY OF OREGON CITY  
 58 CITY OF PHOENIX  
 59 CITY OF PILOT ROCK  
 60 CITY OF PORT ORFORD  
 61 CITY OF PORTLAND  
 62 CITY OF POWERS  
 63 CITY OF REDMOND  
 64 CITY OF REEDSPORT  
 65 CITY OF RIDDLE  
 66 CITY OF SALEM  
 67 CITY OF SANDY  
 68 CITY OF SANDY  
 69 CITY OF SCAPPOOSE  
 70 CITY OF SEASIDE  
 71 CITY OF SHADY COVE  
 72 CITY OF SHERWOOD  
 73 CITY OF SPRINGFIELD  
 74 CITY OF ST. PAUL  
 75 CITY OF STAYTON  
 76 CITY OF TIGARD, OREGON  
 77 CITY OF TUALATIN, OREGON  
 78 CITY OF WARRENTON  
 79 CITY OF WEST LINN/PARKS  
 80 CITY OF WILSONVILLE  
 81 CITY OF WINSTON  
 82 CITY OF WOOD VILLAGE  
 83 CITY OF WOODBURN  
 84 CITY OF YACHATS  
 85 FLORENCE AREA CHAMBER OF COMMERCE  
 86 GASTON RURAL FIRE DEPARTMENT  
 87 GLADSTONE POLICE DEPARTMENT  
 88 HOUSING AUTHORITY OF THE CITY OF SALEM  
 89 KEIZER POLICE DEPARTMENT  
 90 LEAGUE OF OREGON CITIES  
 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT  
 92 METRO  
 93 MONMOUTH - INDEPENDENCE NETWORK  
 94 PORTLAND DEVELOPMENT COMMISSION  
 95 RAINIER POLICE DEPARTMENT  
 96 RIVERGROVE WATER DISTRICT  
 97 SUNSET FAIRBANK PARK AND RECREATION

99 TILLAMOOK PEOPLES UTILITY DISTRICT  
 100 TUALATIN VALLEY FIRE & RESCUE  
 101 WEST VALLEY HOUSING AUTHORITY  
**No. Counties and Parishes**  
 1 ASSOCIATION OF OREGON COUNTIES  
 2 BENTON COUNTY  
 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
 4 CLATSOP COUNTY  
 5 COLUMBIA COUNTY, OREGON  
 6 COOS COUNTY HIGHWAY DEPARTMENT  
 7 CROOK COUNTY ROAD DEPARTMENT  
 8 CURRY COUNTY OREGON  
 9 DESCHUTES COUNTY  
 10 DOUGLAS COUNTY  
 11 GILLIAM COUNTY  
 12 GILLIAM COUNTY OREGON  
 13 GRANT COUNTY, OREGON  
 14 HARNEY COUNTY SHERIFFS OFFICE  
 15 HOOD RIVER COUNTY  
 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY  
 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES  
 18 JEFFERSON COUNTY  
 19 KLAMATH COUNTY VETERANS SERVICE OFFICE  
 20 LAKE COUNTY  
 21 LANE COUNTY  
 22 LINCOLN COUNTY  
 23 LINN COUNTY  
 24 MARION COUNTY , SALEM, OREGON  
 25 MORROW COUNTY  
 26 MULTNOMAH COUNTY  
 27 MULTNOMAH COUNTY  
 28 MULTNOMAH LAW LIBRARY  
 29 NAMI LANE COUNTY  
 30 POLK COUNTY  
 31 SHERMAN COUNTY  
 32 UMATILLA COUNTY, OREGON  
 33 UNION COUNTY  
 34 WALLOWA COUNTY  
 35 WASCO COUNTY  
 36 WASHINGTON COUNTY  
 37 YAMHILL COUNTY  
 1 BOARD OF WATER SUPPLY  
 2 COUNTY OF HAWAII  
 3 MAUI COUNTY COUNCIL  
**No. Higher Education**  
 1 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 2 BLUE MOUNTAIN COMMUNITY COLLEGE  
 3 CENTRAL OREGON COMMUNITY COLLEGE  
 4 CHEMEKETA COMMUNITY COLLEGE  
 5 CLACKAMAS COMMUNITY COLLEGE  
 6 COLUMBIA GORGE COMMUNITY COLLEGE  
 7 GEORGE FOX UNIVERSITY  
 8 KLAMATH COMMUNITY COLLEGE DISTRICT  
 9 LANE COMMUNITY COLLEGE  
 10 LEWIS AND CLARK COLLEGE  
 11 LINFIELD COLLEGE  
 12 LINN-BENTON COMMUNITY COLLEGE  
 13 MARYLHURST UNIVERSITY  
 14 MT. HOOD COMMUNITY COLLEGE  
 15 MULTNOMAH BIBLE COLLEGE  
 16 NATIONAL COLLEGE OF NATURAL MEDICINE  
 17 NORTHWEST CHRISTIAN COLLEGE  
 18 OREGON HEALTH AND SCIENCE UNIVERSITY  
 19 OREGON UNIVERSITY SYSTEM  
 20 PACIFIC UNIVERSITY  
 21 PORTLAND COMMUNITY COLLEGE  
 22 PORTLAND STATE UNIV.  
 23 REED COLLEGE  
 ROGUE COMMUNITY COLLEGE  
 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 26 TILLAMOOK BAY COMMUNITY COLLEGE  
 27 UMPQUA COMMUNITY COLLEGE  
 28 WESTERN STATES CHIROPRACTIC COLLEGE

2	BRIGHAM YOUNG UNIVERSITY - HAWAII	71	MORROW COUNTY SCHOOL DISTRICT
3	COLLEGE OF THE MARSHALL ISLANDS	72	MT. ANGEL SCHOOL DISTRICT NO.91
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	73	MT.SCOTT LEARNING CENTERS
5	UNIVERSITY OF HAWAII AT MANOA	74	MULTISENSORY LEARNING ACADEMY
<b>No. K - 12</b>		75	MULTNOMAH EDUCATION SERVICE DISTRICT
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	76	MYRTLE POINT SCHOOL DISTRICT NO.41
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	77	NEAH-KAH-NIE DISTRICT NO.56
3	BAKER SCHOOL DISTRICT 5-J	78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
4	BANDON SCHOOL DISTRICT	79	NOBEL LEARNING COMMUNITIES
5	BANKS SCHOOL DISTRICT	80	NORTH BEND SCHOOL DISTRICT 13
6	BEAVERTON SCHOOL DISTRICT	81	NORTH CLACKAMAS SCHOOL DISTRICT
7	BEND / LA PINE SCHOOL DISTRICT	82	NORTH SANTIAM SCHOOL DISTRICT 29J
8	BEND-LA PINE SCHOOL DISTRICT	83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C	84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
10	CANBY SCHOOL DISTRICT	85	NYSSA SCHOOL DISTRICT NO. 26
11	CANYONVILLE CHRISTIAN ACADEMY	86	ONTARIO MIDDLE SCHOOL
12	CASCADE SCHOOL DISTRICT	87	OREGON TRAIL SCHOOL DISTRICT NO.46
13	CASCADES ACADEMY OF CENTRAL OREGON	88	OUR LADY OF THE LAKE SCHOOL
14	CENTENNIAL SCHOOL DISTRICT	89	PHILOMATH SCHOOL DISTRICT
15	CENTRAL CATHOLIC HIGH SCHOOL	90	PHOENIX-TALENT SCHOOL DISTRICT NO.4
16	CENTRAL POINT SCHOOL DISTRICT NO. 6	91	PORTLAND ADVENTIST ACADEMY
17	CENTRAL SCHOOL DISTRICT 13J	92	PORTLAND JEWISH ACADEMY
18	CLACKAMAS EDUCATION SERVICE DISTRICT	93	PORTLAND PUBLIC SCHOOLS
19	COOS BAY SCHOOL DISTRICT	94	RAINIER SCHOOL DISTRICT
20	COOS BAY SCHOOL DISTRICT NO.9	95	REDMOND SCHOOL DISTRICT
21	COQUILLE SCHOOL DISTRICT 8	96	REEDSPORT SCHOOL DISTRICT
22	COUNTY OF YAMHILL SCHOOL DISTRICT 29	97	REYNOLDS SCHOOL DISTRICT
23	CRESWELL SCHOOL DISTRICT	98	ROGUE RIVER SCHOOL DISTRICT NO.35
24	CROSSROADS CHRISTIAN SCHOOL	99	ROSEBURG PUBLIC SCHOOLS
25	CULVER SCHOOL DISTRICT NO.	100	SALEM-KEIZER PUBLIC SCHOOLS
26	DALLAS SCHOOL DISTRICT NO. 2	101	SCAPPOOSE SCHOOL DISTRICT 1J
27	DAVID DOUGLAS SCHOOL DISTRICT	102	SEASIDE SCHOOL DISTRICT 10
28	DAYTON SCHOOL DISTRICT NO.8	103	SEVEN PEAKS SCHOOL
29	DE LA SALLE N CATHOLIC HS	104	SHERWOOD SCHOOL DISTRICT 88J
30	DESCHUTES COUNTY SD NO.6 - SISTERS SD	105	SILVER FALLS SCHOOL DISTRICT
31	DOUGLAS COUNTY SCHOOL DISTRICT 116	106	SIUSLAW SCHOOL DISTRICT
32	DOUGLAS EDUCATION SERVICE DISTRICT	107	SOUTH COAST EDUCATION SERVICE DISTRICT
33	DUFUR SCHOOL DISTRICT NO.29	108	SOUTH LANE SCHOOL DISTRICT 45J3
34	ELKTON SCHOOL DISTRICT NO.34	109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
35	ESTACADA SCHOOL DISTRICT NO.108	110	SOUTHWEST CHARTER SCHOOL
36	FOREST GROVE SCHOOL DISTRICT	111	SPRINGFIELD SCHOOL DISTRICT NO.19
37	GASTON SCHOOL DISTRICT 511J	112	STANFIELD SCHOOL DISTRICT
38	GEN CONF OF SDA CHURCH WESTERN OR	113	SWEET HOME SCHOOL DISTRICT NO.55
39	GLADSTONE SCHOOL DISTRICT	114	THE CATLIN GABEL SCHOOL
40	GLENDALE SCHOOL DISTRICT	115	TIGARD-TUALATIN SCHOOL DISTRICT
41	GLIDE SCHOOL DISTRICT NO.12	116	UMATILLA-MORROW ESD
42	GRANTS PASS SCHOOL DISTRICT 7	117	VERNONIA SCHOOL DISTRICT 47J
43	GREATER ALBANY PUBLIC SCHOOL DISTRICT	118	WEST HILLS COMMUNITY CHURCH
44	GRESHAM-BARLOW SCHOOL DISTRICT	119	WEST LINN WILSONVILLE SCHOOL DISTRICT
45	HARNEY COUNTY SCHOOL DIST. NO.3	120	WHITEAKER MONTESSORI SCHOOL
46	HARNEY EDUCATION SERVICE DISTRICT	121	YONCALLA SCHOOL DISTRICT NO.32
47	HEAD START OF LANE COUNTY	1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
48	HERITAGE CHRISTIAN SCHOOL	2	EMMANUAL LUTHERAN SCHOOL
49	HIGH DESERT EDUCATION SERVICE DISTRICT	3	HANAHAU'OLI SCHOOL
50	HOOD RIVER COUNTY SCHOOL DISTRICT	4	HAWAII TECHNOLOGY ACADEMY
51	JACKSON CO SCHOOL DIST NO.9	5	ISLAND SCHOOL
52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	6	KAMEHAMEHA SCHOOLS
53	JEFFERSON SCHOOL DISTRICT	7	KE KULA O S. M. KAMAKAU
54	KLAMATH FALLS CITY SCHOOLS	8	MARYKNOLL SCHOOL
55	LA GRANDE SCHOOL DISTRICT	9	PACIFIC BUDDHIST ACADEMY
56	LAKE OSWEGO SCHOOL DISTRICT 7J	<b>No. Nonprofit &amp; Other</b>	
57	LANE COUNTY SCHOOL DISTRICT 4J	1	211INFO
58	LANE COUNTY SCHOOL DISTRICT 69	2	ACUMENTRA HEALTH
59	LEBANON COMMUNITY SCHOOLS NO.9	3	ADDICTIONS RECOVERY CENTER, INC
60	LINCOLN COUNTY SCHOOL DISTRICT	4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
1	LINN CO. SCHOOL DIST. 95C - SCIO SD	5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
62	LOST RIVER JR/SR HIGH SCHOOL	6	ALZHEIMERS NETWORK OF OREGON
63	LOWELL SCHOOL DISTRICT NO.71	7	ASHLAND COMMUNITY HOSPITAL
64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	8	ATHENA LIBRARY FRIENDS ASSOCIATION
65	MCMINNVILLE SCHOOL DISTRICT NO.40	9	BARLOW YOUTH FOOTBALL
66	MEDFORD SCHOOL DISTRICT 549C	10	BAY AREA FIRST STEP, INC.
67	MITCH CHARTER SCHOOL	11	BENTON HOSPICE SERVICE
68	MOLALLA RIVER ACADEMY	12	BETHEL CHURCH OF GOD
69	MOLALLA RIVER SCHOOL DISTRICT NO.35	13	BIRCH COMMUNITY SERVICES INC

15	BLIND ENTERPRISES OF OREGON	88	HIGHLAND UNITED CHURCH OF CHRIST
16	BONNEVILLE ENVIRONMENTAL FOUNDATION	89	HIV ALLIANCE, INC
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN	90	HOUSING AUTHORITY OF LINCOLN COUNTY
AREA		91	HOUSING AUTHORITY OF PORTLAND
18	BROAD BASE PROGRAMS INC.	92	HOUSING NORTHWEST
19	CANBY FOURSQUARE CHURCH	93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
20	CANCER CARE RESOURCES	94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
21	CASCADIA BEHAVIORAL HEALTHCARE	95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
22	CASCADIA REGION GREEN BUILDING COUNCIL	96	IRCO
23	CATHOLIC CHARITIES	97	JASPER MOUNTAIN
24	CATHOLIC COMMUNITY SERVICES	98	JUNIOR ACHIEVEMENT
25	CENTER FOR RESEARCH TO PRACTICE	99	KLAMATH HOUSING AUTHORITY
26	CENTRAL BIBLE CHURCH	100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
27	CENTRAL CITY CONCERN	101	LA GRANDE UNITED METHODIST CHURCH
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA	102	LANE ELECTRIC COOPERATIVE
29	CENTRAL OREGON COMMUNITY ACTION AGENCY	103	LANE MEMORIAL BLOOD BANK
NETWORK		104	LANECO FEDERAL CREDIT UNION
30	CHILDPEACE MONTESSORI	105	LAUREL HILL CENTER
31	CITY BIBLE CHURCH	106	LIFEWORCS NW
32	CLACKAMAS RIVER WATER	107	LIVING WAY FELLOWSHIP
33	CLASSROOM LAW PROJECT	108	LOAVES & FISHES CENTERS, INC.
34	COAST REHABILITATION SERVICES	109	LOCAL GOVERNMENT PERSONNEL INSTITUTE
35	COLLEGE HOUSING NORTHWEST	110	LOOKING GLASS YOUTH AND FAMILY SERVICES
36	COLUMBIA COMMUNITY MENTAL HEALTH	111	MACDONALD CENTER
37	COMMUNITY ACTION ORGANIZATION	112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
38	COMMUNITY ACTION TEAM, INC.	113	METRO HOME SAFETY REPAIR PROGRAM
39	COMMUNITY CANCER CENTER	114	METROPOLITAN FAMILY SERVICE
40	COMMUNITY HEALTH CENTER, INC	115	MID COLUMBIA COUNCIL OF GOVERNMENTS
41	COMMUNITY VETERINARY CENTER	116	MID-COLUMBIA CENTER FOR LIVING
42	CONFEDERATED TRIBES OF GRAND RONDE	117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
43	CONSERVATION BIOLOGY INSTITUTE	118	MORNING STAR MISSIONARY BAPTIST CHURCH
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	119	MORRISON CHILD AND FAMILY SERVICES
45	CORVALLIS MOUNTAIN RESCUE UNIT	120	MOSAIC CHURCH
46	COVENANT CHRISTIAN HOOD RIVER	121	NATIONAL PSORIASIS FOUNDATION
47	COVENANT RETIREMENT COMMUNITIES	122	NATIONAL WILD TURKEY FEDERATION
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.	123	NEW AVENUES FOR YOUTH INC
49	DELIGHT VALLEY CHURCH OF CHRIST	124	NEW BEGINNINGS CHRISTIAN CENTER
50	DOGS FOR THE DEAF, INC.	125	NEW HOPE COMMUNITY CHURCH
51	DOUGLAS ELECTRIC COOPERATIVE, INC.	126	NEWBERG FRIENDS CHURCH
52	EAST HILL CHURCH	127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
53	EAST SIDE FOURSQUARE CHURCH	128	NORTHWEST FOOD PROCESSORS ASSOCIATION
54	EAST WEST MINISTRIES INTERNATIONAL	129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
55	EDUCATIONAL POLICY IMPROVEMENT CENTER	130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
56	ELMIRA CHURCH OF CHRIST	131	NORTHWEST YOUTH CORPS
57	EMERALD PUD	132	OCHIN
58	EMMAUS CHRISTIAN SCHOOL	133	OHSU FOUNDATION
59	EN AVANT, INC.	134	OLIVET BAPTIST CHURCH
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	135	OMNIMEDIX INSTITUTE
61	EUGENE BALLET COMPANY	136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
62	EUGENE SYMPHONY ASSOCIATION, INC.	137	OREGON BALLET THEATRE
63	EUGENE WATER & ELECTRIC BOARD	138	OREGON CITY CHURCH OF THE NAZARENE
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	139	OREGON COAST COMMUNITY ACTION
65	FAIR SHARE RESEARCH AND EDUCATION FUND	140	OREGON DEATH WITH DIGNITY
66	FAITH CENTER	141	OREGON DONOR PROGRAM
67	FAITHFUL SAVIOR MINISTRIES	142	OREGON EDUCATION ASSOCIATION
68	FAMILIES FIRST OF GRANT COUNTY, INC.	143	OREGON ENVIRONMENTAL COUNCIL
69	FANCONI ANEMIA RESEARCH FUND INC.	144	OREGON MUSUEM OF SCIENCE AND INDUSTRY
70	FARMWORKER HOUSING DEV CORP	145	OREGON PROGRESS FORUM
71	FIRST CHURCH OF THE NAZARENE	146	OREGON REPERTORY SINGERS
72	FIRST UNITARIAN CHURCH	147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
73	FORD FAMILY FOUNDATION	148	OREGON SUPPORTED LIVING PROGRAM
74	FOUNDATIONS FOR A BETTER OREGON	149	OSLC COMMUNITY PROGRAMS
75	FRIENDS OF THE CHILDREN	150	OUTSIDE IN
76	GATEWAY TO COLLEGE NATIONAL NETWORK	151	OUTSIDE IN
77	GOAL ONE COALITION	152	PACIFIC CASCADE FEDERAL CREDIT UNION
78	GOLD BEACH POLICE DEPARTMENT	153	PACIFIC FISHERY MANAGEMENT COUNCIL
79	GOOD SHEPHERD COMMUNITIES	154	PACIFIC INSTITUTES FOR RESEARCH
80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST	155	PACIFIC STATES MARINE FISHERIES COMMISSION
COUNTIES		156	PARALYZED VETERANS OF AMERICA
81	GRANT PARK CHURCH	157	PARTNERSHIPS IN COMMUNITY LIVING, INC.
82	GRANTS PASS MANAGEMENT SERVICES, DBA	158	PENDLETON ACADEMIES
83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE	159	PENTAGON FEDERAL CREDIT UNION
84	HALFWAY HOUSE SERVICES, INC.	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
85	HEARING AND SPEECH INSTITUTE INC	161	PORT CITY DEVELOPMENT CENTER



164	PORTLAND HABILITATION CENTER, INC.	239	VERMONT HILLS FAMILY LIFE CENTER
165	PORTLAND SCHOOLS FOUNDATION	240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
166	PORTLAND WOMENS CRISIS LINE	241	VOLUNTEERS OF AMERICA OREGON
167	PREGNANCY RESOUCES CENTERS OF GRETER PORTLAND	242	WE CARE OREGON
168	PRINGLE CREEK SUSTAINABLE LIVING CENTER	243	WESTERN RIVERS CONSERVANCY
169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	244	WESTERN STATES CENTER
170	QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.	245	WESTSIDE BAPTIST CHURCH
171	REBUILDING TOGETHER - PORTLAND INC.	246	WILD SALMON CENTER
172	REGIONAL ARTS AND CULTURE COUNCIL	247	WILLAMETTE FAMILY
173	RELEVANT LIFE CHURCH	248	WILLAMETTE VIEW INC.
174	RENEWABLE NORTHWEST PROJECT	249	WOODBURN AREA CHAMBER OF COMMERCE
175	ROGUE FEDERAL CREDIT UNION	250	WORD OF LIFE COMMUNITY CHURCH
176	ROSE VILLA, INC.	251	WORKSYSTEMS INC
177	SACRED HEART CATHOLIC DAUGHTERS	252	YOUTH GUIDANCE ASSOC.
178	SAIF CORPORATION	253	YWCA SALEM
179	SAINT ANDREW NATIVITY SCHOOL	1	ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
180	SAINT CATHERINE OF SIENA CHURCH	2	ALOHACARE
181	SAINT JAMES CATHOLIC CHURCH	3	AMERICAN LUNG ASSOCIATION
182	SALEM ALLIANCE CHURCH	4	BISHOP MUSEUM
183	SALEM ELECTRIC	5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
184	SALMON-SAFE INC.	6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
185	SCIENCEWORKS	7	EAH, INC.
186	SE WORKS	8	EASTER SEALS HAWAII
187	SECURITY FIRST CHILD DEVELOPMENT CENTER	9	GOODWILL INDUSTRIES OF HAWAII, INC.
188	SELF ENHANCEMENT INC.	10	HABITAT FOR HUMANITY MAUI
189	SERENITY LANE	11	HALE MAHAOLU
190	SEXUAL ASSAULT RESOURCE CENTER	12	HAROLD K.L. CASTLE FOUNDATION
191	SEXUAL ASSAULT RESOURCE CENTER	13	HAWAII AGRICULTURE RESEARCH CENTER
192	SHELTERCARE	14	HAWAII EMPLOYERS COUNCIL
193	SHERIDAN JAPANESE SCHOOL FOUNDATION	15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
194	SHERMAN DEVELOPMENT LEAGUE, INC.	16	HONOLULU HABITAT FOR HUMANITY
195	SILVERTON AREA COMMUNITY AID	17	IUPAT, DISTRICT COUNCIL 50
196	SISKIYOU INITIATIVE	18	LANAKILA REHABILITATION CENTER INC.
197	SMART	19	LEEWARD HABITAT FOR HUMANITY
198	SOCIAL VENTURE PARTNERS PORTLAND	20	MAUI COUNTY FCU
199	SOUTH COAST HOSPICE, INC.	21	MAUI ECONOMIC DEVELOPMENT BOARD
200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	22	MAUI ECONOMIC OPPORTUNITY, INC.
201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	23	MAUI FAMILY YMCA
202	SOUTHERN OREGON HUMANE SOCIETY	24	NA HALE O MAUI
203	SPARC ENTERPRISES	25	NA LEI ALOHA FOUNDATION
204	SPIRIT WIRELESS	26	NETWORK ENTERPRISES, INC.
205	SPONSORS, INC.	27	ORI ANUENUE HALE, INC.
206	SPOTLIGHT THEATRE OF PLEASANT HILL	28	PARTNERS IN DEVELOPMENT FOUNDATION
207	SPRINGFIELD UTILITY BOARD	29	POLYNESIAN CULTURAL CENTER
208	ST VINCENT DE PAUL	30	PUNAHOU SCHOOL
209	ST. ANTHONY CHURCH	31	ST. THERESA CHURCH
210	ST. ANTHONY SCHOOL	32	WAIANAE COMMUNITY OUTREACH
211	ST. MARYS OF MEDFORD, INC.	33	WAILUKU FEDERAL CREDIT UNION
212	ST. VINCENT DEPAUL OF LANE COUNTY	34	YMCA OF HONOLULU
213	STAND FOR CHILDREN		
214	STAR OF HOPE ACTIVITY CENTER INC.	<b>No.</b>	<b>Special/Independent Districts</b>
215	SUMMIT VIEW COVENANT CHURCH	1	BAY AREA HOSPITAL DISTRICT
216	SUNNYSIDE FOURSQUARE CHURCH	2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
217	SUNRISE ENTERPRISES	3	CENTRAL OREGON IRRIGATION DISTRICT
218	SUSTAINABLE NORTHWEST	4	CHEHALEM PARK AND RECREATION DISTRICT
219	TENAS ILLAHEE CHILDCARE CENTER	5	CITY COUNTY INSURANCE SERVICES
220	THE EARLY EDUCATION PROGRAM, INC.	6	CLEAN WATER SERVICES
221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	7	COLUMBIA 911 COMMUNICATIONS DISTRICT
222	THE NEXT DOOR	8	COLUMBIA RIVER PUD
223	THE OREGON COMMUNITY FOUNDATION	9	DESCHUTES COUNTY RFPD NO.2
224	THE SALVATION ARMY - CASCADE DIVISION	10	DESCHUTES PUBLIC LIBRARY SYSTEM
225	TILLAMOOK CNTY WOMENS CRISIS CENTER	11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
226	TILLAMOOK ESTUARIES PARTNERSHIP	12	GASTON RURAL FIRE DEPARTMENT
227	TOUCHSTONE PARENT ORGANIZATION	13	GLADSTONE POLICE DEPARTMENT
228	TRAILS CLUB	14	GLENDALE RURAL FIRE DISTRICT
229	TRAINING EMPLOYMENT CONSORTIUM	15	HOODLAND FIRE DISTRICT NO.74
230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	16	HOODLAND FIRE DISTRICT #74
231	TRILLIUM FAMILY SERVICES, INC.	17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	18	KLAMATH COUNTY 9-1-1
233	UNION GOSPEL MISSION	19	LANE EDUCATION SERVICE DISTRICT
234	UNITED CEREBRAL PALSY OF OR AND SW WA	20	LANE TRANSIT DISTRICT
235	UNITED WAY OF THE COLUMBIA WILLAMETTE	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	22	MARION COUNTY FIRE DISTRICT #1
		23	METRO

25 MONMOUTH - INDEPENDENCE NETWORK  
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1  
 27 NEAH KAH NIE WATER DISTRICT  
 28 NW POWER POOL  
 29 OAK LODGE WATER DISTRICT  
 30 OR INT'L PORT OF COOS BAY  
 31 PORT OF ST HELENS  
 32 PORT OF UMPQUA  
 33 REGIONAL AUTOMATED INFORMATION NETWORK  
 34 RIVERGROVE WATER DISTRICT  
 35 SALEM AREA MASS TRANSIT DISTRICT  
 36 SANDY FIRE DISTRICT NO. 72  
 37 SUNSET EMPIRE PARK AND RECREATION  
 38 THE NEWPORT PARK AND RECREATION CENTER

39 THE PORT OF PORTLAND  
 40 TILLAMOOK PEOPLES UTILITY DISTRICT  
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT  
 42 TUALATIN VALLEY FIRE & RESCUE  
 43 TUALATIN VALLEY WATER DISTRICT  
 44 UNION SOIL & WATER CONSERVATION DISTRICT  
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
 46 WEST VALLEY HOUSING AUTHORITY  
 47 WILLAMALANE PARK AND RECREATION DISTRICT  
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**No. State Agencies**

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