

Board Office Use: Legislative File Info.	
File ID Number	18-2310
Introduction Date	10/24/18
Enactment Number	18-1638
Enactment Date	10/24/18 os



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date October 24, 2018

Subject **Resolution No. 1819-0010 Authorizing Piggyback of Fresno Unified School District RFP 17-21 Cleaning Supplies, Equipment, and Custodial Services and Solutions**

Action Requested and Recommendation Approval by the Board of Education of Resolution No. 1819-0010 Authorizing Piggyback of Fresno Unified School District RFP 17-21 Cleaning Supplies, Equipment, and Custodial Services and Solutions and to enter into purchase orders under the terms and conditions of the Fresno Unified School District RFP 17-21 for the materials, supplies, and equipment referenced in the RFP, from October 25, 2018 through June 30, 2021, in an amount not to exceed \$350,000 per fiscal year.

Background and Discussion The District needs to purchase various janitorial materials and supplies in a cost-effective manner.

Fresno Unified School District RFP 17-21 Cleaning Supplies, Equipment, and Custodial Services and Solutions was awarded to Interline Brands dba Supplyworks, a Home Depot U.S.A. Inc. on November 1, 2017 and authorizes “piggybacking” such that other public entities may use the same contract to purchase the materials, supplies, and equipment referenced in the RFP.

This resolution authorizes the District, under the authority of sections 20118 and 20652 of the California Public Contract Code, to enter into purchase orders in an amount not to exceed three hundred and fifty thousand dollars, (\$350,000) per fiscal year from October 25, 2018 through June 30, 2021 under the terms and conditions of the Fresno Unified School District RFP 17-21 for the materials, supplies, and equipment referenced in the RFP.

Fiscal Impact General Purpose, not to exceed \$350,000 per fiscal year

Attachments

- Resolution 1819-0010 Authorizing Piggyback of Fresno Unified School District RFP 17-21 Cleaning Supplies, Equipment, and Custodial Services and Solutions

RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
NO. 1819-0010

**Authorizing Piggyback of Fresno Unified School District RFP 17-21 Cleaning Supplies,
Equipment, and Custodial Services and Solutions**

WHEREAS, the Fresno Unified School District RFP 17-21 Cleaning Supplies, Equipment, and Custodial Services and Solutions to Interline Brands dba Supplyworks, a Home Depot U.S.A. Inc. on November 1, 2017;

WHEREAS, Fresno Unified School District RFP 17-21 authorizes “piggybacking” such that other public entities may use the same contract to purchase the materials, supplies, and equipment referenced in the RFP;

WHEREAS, the California statutory authority which authorizes piggybacks is sections 20118 and 20652 of the California Public Contract Code, which provides that public agencies in the State of California, may utilize any resultant contract and purchase identical items at the same prices, and same terms and conditions;

WHEREAS, the District has determined that the terms and conditions in the Fresno Unified School District RFP 17-21 are favorable and desire to purchase some of the materials, supplies, and equipment referenced in the RFP, at the same prices, and same terms and conditions;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Oakland Unified School District hereby authorizes the District, under the authority of sections 20118 and 20652 of the California Public Contract Code, to enter into purchase orders in an amount not to exceed three hundred and fifty thousand dollars, (\$350,000) per fiscal year from October 25, 2018 through June 30, 2021 under the terms and conditions of the Fresno Unified School District RFP 17-21 for the materials, supplies, and equipment referenced in the RFP.

Passed by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Jody London, Shanthi Gonzales, Roseann Torres, Nina Senn, James Harris, Vice President Jumoke Hinton Hodge, President Aimee Eng

NOES: None

ABSTAINED: None

RECUSE: None

ABSENT: Student Director Chavez, Student Director Omosowho

CERTIFICATION

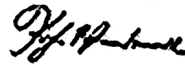
We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on October 24, 2018.

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OAKLAND UNIFIED SCHOOL DISTRICT



Aimee Eng
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

**FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA SECTION <i>(Check Box Below)</i>			
A CONSENT	B DISCUSSION	C RECEIVE	RECOGNIZE/ PRESENT
X			

AGENDA ITEM A-5

BOARD MEETING DATE: October 11, 2017
--

ACTION REQUESTED: <i>(Adopt, Approve, Ratify, Discuss, Receive, etc.)</i>	Approve
---	----------------

TITLE AND SUBJECT: Approve Award of Request for Proposal 17-21, U.S. Communities Cleaning Supplies, Equipment and Custodial Related Product Services and Solutions

DESCRIPTION/DISCUSSION: Included in the Board binders is information on Request for Proposal (RFP) 17-21, for cleaning supplies; equipment; and custodial related products, services, and solutions for use throughout the district. The RFP was lawfully advertised on March 27, 2017 and April 3, 2017. The proposals were opened on May 9, 2017. Notifications were sent to 53 vendors, and the district received five responses. The bid is for a three-year contract, commencing November 1, 2017, with two one-year renewal options.

U.S. Communities is a nonprofit government purchasing cooperative that reduces the cost of goods and services for participating agencies by aggregating purchasing power nationwide. As lead agency for the RFP, approval means Fresno Unified will establish a nationwide master agreement that can be used by more than 90,000 public agencies. Lead agencies competitively solicit contracts which U.S. Communities makes available to public agencies and nonprofit organizations nationwide.

Objectives of the RFP:

- Provide a comprehensive competitively solicited master agreement offering products and services to participating public agencies
- Establish the master agreement as a supplier's primary offering
- Achieve cost savings through a single competitive solicitation process that eliminates the need for multiple proposals
- Combine the volumes of participating public agencies to achieve cost effective pricing
- Reduce administrative and overhead cost through state-of-the-art ordering and delivery systems
- Provide environmentally responsible products and services

Proposals were evaluated on each proposer's ability to meet or exceed requirements set forth in the RFP. Based on an extensive review, staff recommends award to the best value respondent:

Interline Brands DBA Supplyworks (Jacksonville, FL) Estimated annual cost \$653,000
Headquartered in Jacksonville, FL with a Fresno sales office, and warehouses and distribution centers throughout California

Recommended proposal and evaluation documents are available for review in the Board Office.



**Fresno Unified
School District**

Preparing Career Ready Graduates

BOARD OF EDUCATION

Brooke Ashjian, President
Claudia Cazares, Clerk
Valerie F. Davis
Christopher De La Cerda
Lindsay Cal Johnson
Elizabeth Jonasson Rosas
Carol Mills, J.D.

SUPERINTENDENT

Robert G. Nelson

Interline brands dba Supplyworks, a Home Depot U.S.A. Inc.
701 San Marco Blvd.
Jacksonville, FL 32207
Attn: Eric Thompson

Reference: RFP# 17-21- Cleaning Supplies, Equipment and Custodial Related Services and Solutions

Dear Mr. Thompson:

ACCEPTANCE AGREEMENT

CONTRACT # 17-21

This acceptance agreement signifies a contract award to Interline Brands dba Supplyworks, a Home Depot U.S.A. Inc. in its entirety for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions. The period of the contract is from November 1, 2017, through October 31, 2020, with two (2), one (1) year renewal options.

The contract award shall be in accordance with the following:

1. This Acceptance agreement
2. The signed Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by Fresno Unified School District. Contract award documents may be viewed on the Fresno Unified School District website at www.fresnounified.org.

Ruth F. Quinto
Deputy Superintendent, CFO
Fresno Unified School District

Eric Thompson
Vice President, FP & A, Sales Ops and Pricing
Interline Brands



**Fresno Unified
School District**

Preparing Career Ready Graduates

BOARD OF EDUCATION

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SUPERINTENDENT

Robert G. Nelson

**MEMORANDUM OF NEGOTIATION
RFP #17-21**

1. Fresno Unified School District and Interline Brands dba Supplyworks, a Home Depot U.S.A. Inc hereby agree to the following in the execution of Contract 17-21. The period of the contract is from November 1, 2017, through October 31 2020, with two (2), one year renewal options.

The final contract contains the following items:

- A. The Memorandum of Negotiations
- B. Notice to Vendors, Proof of Publication and Awarded Agenda Item
- C. Fresno Unified RFP #17-21 and all Addenda
- D. Interline Brands Technical proposal as amended by this Memorandum of Negotiations
- E. Response to clarifications dated 6/06/2017 and 06/26/2017
- F. Cost proposal Attachment B – sample pricing-

ACCEPTED BY:

Eric Thompson
Vice President, FP & A, Sales Ops and Pricing
Interline Brands

Paul Rosencrans
Executive Director of Purchasing
Fresno Unified School District

NOTICE TO VENDORS

Notice is hereby given that Fresno Unified School District (District) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance will receive proposals for

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

RFP 17-21

Proposals must be received prior to **2:01 P.M. on May 2nd, 2017** in the District's Purchasing Department, 4498 N. Brawley Ave., Fresno, CA 93722, after which time they will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed. Proposals shall be submitted on forms prepared by the District.

Copies of the RFP documents may be downloaded @ <http://www.fresnounified.org/dept/operations/Purch> (RFP Opportunities) or obtained from the **District Purchasing Department**. Refer any questions to Marisa Thibodeaux at (559) 457-3584.

Published March 27th, 2017
April 3rd, 2017

Order Confirmation

Customer

FRESNO UNIFIED SCHOOL DISTRICT

Payor Customer

FRESNO UNIFIED SCHOOL DISTRICT

Customer Account

331720

Payor Account

331720

Customer Address

2309 TULARE STREET RM 211
FRESNO CA 93721 USA

Payor Address

2309 TULARE STREET RM 211
FRESNO CA 93721 USA

Customer Phone

559-457-3489

Payor Phone

559-457-3489

Customer Fax

Sales Rep

AlPacheco@fresnobee.com

Customer EMail

chuyi.vang@fresnounified.com

Order Taker

chall@fresnobee.com

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>	<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
Marisa Thibodeaux	Check		0	0	1

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$1,036.00	\$0.00	\$1,036.00	\$0.00	\$1,036.00

<u>Ad Order Number</u>	<u>Order Source</u>	<u>Ordered By</u>	<u>Special Pricing</u>
0002991322	Sales Rep		
<u>Invoice Text</u>			<u>Promo Type</u>
<u>Package Buy</u>			<u>Materials</u>

Ad Order Information

Ad Number **Ad Type** **Production Method** **Production Notes**
0002991322-01 FRS-Legal Liner AdBooker

External Ad Number **Ad Attributes** **Ad Released** **Pick Up**
No

Ad Size **Color**
2 X 50 li

Product **Placement** **Times Run** **Schedule Cost**
FRS- The Fresno Bee 0300 - Legals Classified 2 \$1,036.00

Run Schedule Invoice Text **Position**
#2991322 NOTICE TO VENDORS Notice is h 0301 - Legals & Public Notices

Run Dates
03/27/2017, 04/03/2017

PUBLIC NOTICE

#2991322

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CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

RFP 17-21

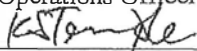
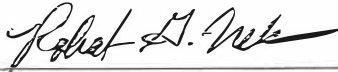
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Copies of the RFP documents may be downloaded @ <http://www.fresounified.org/dept/operations/Purch> (RFP Opportunities) or obtained from the District Purchasing Department. Refer any questions to Marisa Thibodeaux at (559) 457-3584.

Published March 27th, 2017
April 3rd, 2017

**FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

FINANCIAL SUMMARY: \$653,000 is available in the Maintenance and Operations Budget.

PREPARED BY: Paul Rosencrans, Executive Director, Purchasing	DIVISION: Operational Services PHONE: (559) 457-3134
CABINET LEVEL APPROVAL: Karin Temple, Chief Operations Officer (Signature Required) 	SUPERINTENDENT APPROVAL: 



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY FRESNO UNIFIED SCHOOL DISTRICT

FOR

**CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED
PRODUCTS, SERVICES AND SOLUTIONS**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP 17-21

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Registration Form

**RFP 17.21
CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS,
SERVICES AND SOLUTIONS**

FAX BACK THIS SHEET ONLY

Attn: Marisa Thibodeaux
FAX: (559) 457-6040

Fresno Unified School District Proposals are available on line. If you downloaded an RFP or Proposal without receiving an invitation, you are required to fax the following information to (559) 457-6040 so that you may be added to the vendor list to receive addendums to this proposal.

If you have any questions, please email: marisa.thibodeaux@fresnounified.org

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

NOTICE TO VENDORS

Notice is hereby given that Fresno Unified School District (District) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance will receive proposals for

**CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS,
SERVICES AND SOLUTIONS**

RFP 17-21

Proposals must be received prior to **2:01 P.M. on May 2nd, 2017** in the District's Purchasing Department, 4498 N. Brawley Ave., Fresno, CA 93722, after which time they will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed. Proposals shall be submitted on forms prepared by the District.

Copies of the RFP documents may be downloaded @ <http://www.fresnounified.org/dept/operations/Purch> (RFP Opportunities) or obtained from the **District Purchasing Department**. Refer any questions to Marisa Thibodeaux at (559) 457-3584.

Published March 27th, 2017

PROPOSAL COVER SHEET

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

This Proposal submitted by:

Name of Organization: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fresno Unified School District the items or services offered and accompanying attachments shall constitute a contract.

By signing this proposal, Vendor certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal.

Vendor Legally Authorized Signature

Print Name

Title

Date

INTRODUCTION AND BACKGROUND OVERVIEW

1. INTRODUCTION

Fresno Unified School District (herein “Lead Public Agency”) 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 nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions (herein “Products and Services”).

Proposals will be received prior to 2:01 P.M. on May 2nd, 2017. Envelopes must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of vendor, and submitted to:

FRESNO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
4498 N. BRAWLEY AVENUE
FRESNO, CALIFORNIA 93722

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the RFP will not be accepted.

This request does not commit the District to pay for any costs incurred in the submission of the RFP, or in making necessary studies for the preparation thereof, not to procure or contract for the services or materials.

Questions regarding this solicitation may be submitted in writing to: Marisa Thibodeaux, Buyer II, 4498 N. Brawley Ave., Fresno, CA 93722. Phone 559-457-3584 or Fax 559-457-6040 E-mail: Marisa.thibodeaux@fresnounified.org.

Oral communications of District employees concerning this RFP shall not be binding on the District and shall in no way excuse the vendor of his/her obligations as set forth in the Proposal.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

INTRODUCTION AND BACKGROUND OVERVIEW

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL TERMS AND CONDITIONS

Taxes – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their RFP and invoices. The successful Vendors shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

Brand Name and Number– The Vendors shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the vendor is quoting on the exact brand name and number specified in the RFP form. Should any item for which proposals are requested by patented, or otherwise protected or designated by the particular name of the maker and the Vendor desires to RFP on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Executive Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Executive Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the RFP opening.

Samples – Samples shall be furnished free of cost to the District after the RFP opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, 4498 N. Brawley Avenue, Fresno, California, 93722, unless otherwise specified. The District reserves the right to reject the RFP of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of vendor, RFP number and date of the RFP opening. Samples of the successful Vendors may be retained for comparison with deliveries. Vendors may pick up samples (if not destroyed by test) on notice from the Executive Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice,

INTRODUCTION AND BACKGROUND OVERVIEW

samples may be disposed of by the District. Vendors (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

Quantity and Quality of Materials or Services– The successful Vendors shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and the District’s sample or the sample furnished by the Vendors and accepted by the District. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the Vendor(s). The Vendor certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

Material Safety Data Sheets – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

Entire Agreement – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Vendor, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

Hold Harmless Clause – The successful Vendor agrees to indemnify, defend and save harmless Fresno Unified School District, 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, it’s 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 Vendor or Vendor’s agents, employees or subcontractor’s performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

INTRODUCTION AND BACKGROUND OVERVIEW

Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.

Governing Law and Venue – In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County.

Permits and Licenses – The successful Vendors and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

Anti-discrimination – It is the policy of the Fresno Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful Vendors agree to require like compliance by all subcontractors employed on the work by him.

INTRODUCTION AND BACKGROUND OVERVIEW

4. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

This Solicitation is to establish a nationwide master agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Supplier to submit their **complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions** so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs.

A. Cleaning Supplies

CATEGORY 1: CHEMICALS

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

CATEGORY 2: SKIN CARE

Liquid soap, paste soap, foam soap, hand sanitizer, antibacterial wash, general skin and body cleanser, and dispensers.

CATEGORY 3: PAPER TOWELS/ISSUES/WIPERS

Facial tissue, seat covers, toilet tissue, towels, wipers, dispensers, and food service products.

CATEGORY 4: SANITARY MAINTENANCE

Brooms and dust pans, brushes, can liners, dispensing equipment, floor and hand pads, material handling, mopping supplies, feminine hygiene, squeegees and scrapers, and waste receptacles.

CATEGORY 5: SAFETY HAZARD SUPPLIES

Gloves, dust masks, shoe covers, disposable aprons, hair covers, safety treads, goggles, signs and barriers.

CATEGORY 6: MISCELLANEOUS CLEANING SUPPLIES

Any additional cleaning supplies offered by Supplier.

B. Related Custodial Products, Services and Solutions

The complete range of Related Cleaning Products, Services and Solutions offered by Supplier.

C. Cleaning and Maintenance Equipment

A complete selection of outdoor cleaning equipment, walk-behind scrubbers, rider scrubbers, scrubber-sweepers, rider sweepers, walk-behind sweepers and floor machines,

INTRODUCTION AND BACKGROUND OVERVIEW

burnishers, carpet extractors, vacuums, and any other cleaning and maintenance equipment offered by Supplier.

D. Related Cleaning and Maintenance Equipment Services and Solutions

The complete range of Related Cleaning and Maintenance Equipment Services and Solutions offered by Supplier, including financing services for equipment purchases and equipment leasing programs.

INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

1. ABOUT U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of El Paso, TX	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Ocean City, NJ	Onondaga County, NY
City of Seattle, WA	Port of Portland, OR
Cobb County, GA	Prince William County Schools, VA
Denver Public Schools, CO	San Diego Unified School District, CA
Emory University, GA	State of Iowa, IA
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than

INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Fresno Unified School District is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Appendix A.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fresno Unified School District and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2016 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Fresno Unified School District reserves the right to award the contract in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the School District and Participating Public Agencies as a result of this solicitation.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

Format of Proposals

Respondents should provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information should be organized in the same way as the RFP is structured, meaning each question in the RFP should be shown, directly followed by the proposer's response.

SUPPLIER QUALIFICATIONS AND COMMITMENTS

1. SUPPLIER QUALIFICATIONS AND COMMITMENTS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments

SUPPLIER QUALIFICATIONS AND COMMITMENTS

and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying

SUPPLIER QUALIFICATIONS AND COMMITMENTS

pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

SUPPLIER QUALIFICATIONS AND COMMITMENTS

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

SUPPLIER QUALIFICATIONS AND COMMITMENTS

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

SUPPLIER QUALIFICATIONS
AND COMMITMENTS

U.S. Communities Administration Agreement

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Appendix B) and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
 YES____ NO____

- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
 YES____ *NO____
 (*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)

- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
 YES____ *NO____
 (*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- D. Check which applies for your company sales last year in the United States:
 _____ Sales between \$0 and \$25,000,000
 _____ Sales between \$25,000,001 and \$50,000,000
 _____ Sales between \$50,000,001 and \$100,000,000
 _____ Sales greater than \$100,000,001

- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
 YES____ NO____

- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
 YES____ NO____

- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
 YES____ NO____

- H. Will your company commit to the following program implementation schedule?
 YES____ NO____

- I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
 YES____ NO____

Submitted by: _____


 (Printed Name)

 (Signature)

 (Title)

 (Date)

NEW SUPPLIER IMPLEMENTATION CHECKLIST

 U.S. COMMUNITIES	New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact		Eight Weeks
12. Agency Webinars		Post Launch

SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Qualifications and Commitments.

Company

2. Provide the total number and location of sales persons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
4. Provide the company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER INFORMATION

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

6. Provide a list of your company's ten largest public agency customers, including contact information.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
4. Provide the number and location of support centers (if applicable).

SUPPLIER INFORMATION

5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's sales and marketing plan for marketing the Products and Services to eligible agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		

SUPPLIER INFORMATION

National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit the a bio or resume for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Introduction and Background Overview, Section 4, General Definition of Products and/or Services, of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Specify guaranteed fill rate by product category specified in Section 4, General Definition of Products and/or Services.

SUPPLIER INFORMATION

6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure the latest products, standards and technology for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions.
8. Describe your firm's ability to provide on-line training for those using the products you sell, such as training sessions around Restroom Care, Equipment Care, Economical Use of Chemicals, Safety Procedures in the Use of Equipment and Chemicals, etc. Please list the topics you are able to offer.
9. Describe your firm's ability to provide real-time reporting to track the training of individuals enrolled in any training program offered.
10. Does your firm have an on-line, customizable building cleaning tracking and reporting capability? If yes, please describe this tool.
11. Does your firm offer an inventory management solution? If so, please provide a detailed description of the solution and the implementation process for a public agency. Please detail the cost of such a solution.
12. Describe any equipment leasing programs or financing options for equipment purchases offered by your company.

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
 - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

SUPPLIER INFORMATION

4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.
5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:
 - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
 - b. Consortium for Energy Efficiency (lamps)
 - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
 - d. Design Lights Consortium (e.g., LED lighting equipment)
 - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
 - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
 - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
 - h. NEMA Premium Efficiency (e.g., motors, ballasts)
 - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
 - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
 - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
 - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
 - m. USDA Biobased (lubricants, building materials, etc.)
 - n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
 - o. WaterSense (water efficient fixtures, toilets, etc.)
4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

SUPPLIER INFORMATION

5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

GENERAL INFORMATION

1. SCOPE OF CONTRACT:

1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions for Fresno Unified School District, California and on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. PRE-PROPOSAL CONFERENCE:

2.1. A pre-proposal conference will be held on April 11th, 2017 at 11:00 A.M. local time at FUSD Purchasing Department 4498 N. Brawley Avenue, Fresno, California. The conference is not mandatory. Interested proposers are strongly encouraged to attend.

3. CONTRACT PERIOD AND RENEWAL:

3.1. The term of the contract will be for three (3) years following the contract award date.

3.2. Fresno Unified School District may, at its option, renew the term of this Contract up to a maximum of two (2) years, one (1) year at a time (or at Fresno Unified School District's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the District's Purchasing Department of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified and based upon verifiable criteria such as the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices.

3.4. At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

4. CALENDAR OF EVENTS (Subject to Change):

<u>Event</u>	<u>Date</u>
Issue RFP	March 27, 2017
Pre-Proposal Conference	April 11, 2017 at 11:00 am PDT
Deadline for receipt of questions via email	April 13, 2017 by 4:00 pm PDT
Issue Addendum/a (if required)	April 19, 2017
Proposal Due Date	May 2, 2017 at 2:00 pm PDT
Approval – Board of Education	July, 2017
Contract Effective Date	January 1, 2018

GENERAL INFORMATION

5. TECHNICAL PROPOSAL INSTRUCTIONS:

- 5.1. The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that two (2) hard copies and five (5) electronic copies of the technical proposal be provided. Electronic copies should be provided in thumb drive format. The Proposer must include a notarized statement that the thumb drive version is a true copy of the printed version.

Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

- 5.2. The Proposer must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

Tab 1 – COVER LETTER: The cover letter will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the District’s primary point of contact during negotiations. This individual must have the authority to negotiate all aspects on the scope of products, services and solutions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

Tab 2 - EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other companies who will be providing products or services through a dealer or distribution arrangement with the Proposer. At a minimum, the Proposer will provide the following information.

- Name of firm submitting proposal
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees
- Appropriate Federal, State, and County registration numbers

Tab 4 – PROPOSER INFORMATION:

- a. Supplier Qualifications (Ref. pages 11-16): Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 17).
- c. Supplier Information (Ref. pages 19-25)

Tab 5 – STATEMENT OF QUALIFICATIONS:

GENERAL INFORMATION

The Statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Proposers must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Provide three (3) references in Attachment A of public agencies where products or services of similar size and scope have been performed in the last twelve (12) months. References must include organization names, addresses, names of contact persons, and telephone numbers for such references.
- c. Personnel: The manufacturing staff and dealer/distribution network staff who may be assigned direct work during this contract should be identified. Information is required which will show the composition of the work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this contract.

Tab 6 – FINANCIAL STATEMENTS:

Proposer must provide detailed, audited income statements and balance sheets from four of the most recent reporting periods.

Tab 7 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed, unaltered

6. COST PROPOSAL INSTRUCTIONS:

- 6.1. The Proposer must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.

It is required that two (2) hard copies and five (5) electronic copies of the cost proposal be provided. Electronic copies should be provided in thumb drive format. The Proposer must include a notarized statement that the thumb drive version is a true copy of the printed version.

- a. Provide the pricing using a **fixed percentage** (%) discount off PROPOSER'S CATALOG PRICE LIST, or other objectively verifiable criteria, by product category shown. Proposers should indicate these category discounts in Attachment C. Proposers may add additional categories as needed to those in Attachment C.
- b. Copies of the relevant price lists must be included in the Cost Proposal. Proposer should indicate the frequency with which price lists update. The frequency should not exceed once per year.
- c. Price list should include a column to show product's environmental attributes such as chemical products third party "green" certification, paper products

GENERAL INFORMATION

percent post-consumer waste and percent total recycled content, can liners HDPE, LLDPE or LDPE designation, etc.

- d. Provide the pricing for all services and solutions using a **mark-up percentage over cost** in Attachment C. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies.
 - e. Detail any additional pricing incentives in Attachment C that may be available to Participating Public Agencies such as for large volume purchases, prompt payment discounts, or rebates.
 - f. Prices/discounts shall be F.O.B. destination.
 - g. It is the Proposer's responsibility to provide the District and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the contract.
- 6.2. The Proposer must submit Sample Pricing in ATTACHMENT B for evaluation purposes only. Pricing shall be based on Proposers fixed percentage discount off its catalog price list or other objectively verifiable criteria. Proposer should not take into consideration any pricing incentives or rebates it is offering through this contract in the pricing provided in Attachment B.

Note: Sample Pricing is not to be construed as Proposer's complete offer nor is it a core list. It is for evaluation purposes only. Proposer's entire catalog list/assortment will be Proposer's offer to Fresno Unified School District and Participating Public Agencies.

7. CONTACT FOR CONTRACTUAL MATERS:

- 7.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Marisa Thibodeaux, Buyer
 Purchasing Department
 Telephone: 559-457-3584
 E-mail: marisa.thibodeaux@fresnounified.org

- 7.2. No attempt shall be made by any Proposer to contact members of the Evaluation Team or others at the District about this procurement.

8. SUBMISSION OF PROPOSALS:

- 8.1. One (1) original (duly marked) and one (1) hard copy (duly marked) of the Technical proposal and one (1) original (duly marked) and one (1) hard copy (duly marked) of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Proposers name and address on the outside. In addition, five (5) copies of the Technical proposal and five (5) copies of the

GENERAL INFORMATION

Cost proposal shall be provided in a thumb drive format. The Proposer must include a notarized statement that the thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722
Telephone: 559-457-3588

- 8.2. Proposers are reminded that changes to the Request for Proposal, in the form of Addenda, are often issued. All addenda **MUST** be signed and submitted to the Purchasing Department, 4498 N. Brawley Avenue, Fresno, CA 93722 before the due date/time or must accompany the proposal. Notice of addenda will be posted at www.fresnounified.org/dept/operations/Purch. It is the Proposer's responsibility to monitor the web page for the most current addenda.
- 8.3. It is the Proposer's responsibility to clearly identify and to describe the products and services being offered in response to this Request for Proposal. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the District's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 8.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The District encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 8.5. Each hard copy of the proposal shall consist of:
- a. Cover Sheet
 - b. Technical proposal as required in the General Information section, paragraph 5, **TECHNICAL PROPOSAL INSTRUCTIONS.**
 - c. Cost proposal as required in the General Information section, paragraph 6, **COST PROPOSAL INSTRUCTIONS.**
- 8.6. By executing the cover sheet, Proposer acknowledges that it has read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

9. LATE PROPOSALS:

- 9.1. Proposals received in the Purchasing Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer.

10. PERIOD THAT PROPOSALS REMAIN VALID:

GENERAL INFORMATION

10.1. Proposals will remain valid for a period of one-hundred twenty days (120) calendar days after the date specified for receipt of proposals.

11. EVALUATION OF PROPOSAL – SELECTION FACTORS:

The following factors will be considered in the award of this contract:

11.1. **PROVEN EXPERIENCE** of the Company's success in providing Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions on a nationwide and local basis in a timely manner.

11.2. Depth of response to **TECHNICAL PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 5).

11.3. Depth of response to **COST PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 6).

11.4. Depth of response to **SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION.**

12. TRADE SECRET/PROPRIETARY INFORMATION:

12.1. Trade secrets or proprietary information submitted by a Proposer in connection with a procurement transaction shall not be subject to public disclosure under the California Public Records Act; however, Proposers must invoke the protections of this section prior to or upon submission of the data or other materials.

12.2. The Proposer must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Proposer.

**APPENDIX A
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

APPENDIX A
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A 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.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier’s obligation to provide insurance and indemnifications to Lead Public Agency.

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating 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 a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), the National Association of Counties (NACo), the United States Conference of Mayors (USCM), the Association of School Business Officials (ASBO), and the National Governor's Association (NGA) (collectively, the "Founding Co-Sponsors"), and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments") and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. 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.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:	U.S. Communities 9711 Washingtonian Blvd. Suite 100 Gaithersburg, MD 20878-7381 Attn: Program Manager Administration
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Supplier:	_____ _____ _____ _____ Attn: U.S. Communities Program Manager
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6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: Kevin Juhring

Title: President

Supplier:

By _____

Name: _____

Title: _____

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

APPENDIX B U.S. COMMUNITIES ADMINISTRATION AGREEMENT

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Yes	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max		Los Angeles County
Dept Name	Optional	Text	255 max		Purchasing Dept
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR
CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR
CONTRACTS AND GRANTS

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 University and be disposed of in accordance with University policy. The University, 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 University deems necessary, Contractor shall permit University, 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 University 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.

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

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 requirements of said statutes:

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Louisiana, State of Washington

AgencyName	State		
		COUNTY OF MAUI	HI
Malama Honua Public Charter School	HI	Lanai Community Health Center	HI
ST JOHN THE BAPTIST	HI	Maui High Band Booster Club	HI
Waimanalo Elementary and Intermediate School	HI	Tri-Isle Resource Conservation and Development District	HI
Kailua High School	HI	Kumulani Chapel	HI
PACIFIC BUDDHIST ACADEMY	HI	Chamber of Commerce Hawaii	HI
HAWAII TECHNOLOGY ACADEMY	HI	Naalehu Assembly of God	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	outrigger canoe club	HI
MARYKNOLL SCHOOL	HI	One Kalakaua	HI
ISLAND SCHOOL	HI	Native Hawaiian Hospitality Association	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	St. Theresa School	HI
KE KULA O S. M. KAMAKAU	HI	Hawaii Peace and Justice Association	HI
KAMEHAMEHA SCHOOLS	HI	Kauai Youth Basketball Association	HI
HANAHAU`OLI SCHOOL	HI	NA HALE O MAUI	HI
KIHEI CHARTER SCHOOL	HI	LEEWARD HABITAT FOR HUMANITY	HI
EMMANUAL LUTHERAN SCHOOL	HI	WAIANA E COMMUNITY OUTREACH	HI
School Lunch Program	HI	NA LEI ALOHA FOUNDATION	HI
Ewa Makai Middle School	HI	HAWAII FAMILY LAW CLINIC	
Our Savior Lutheran School	HI	DBA ALA KUOLA	HI
BOARD OF WATER SUPPLY	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
MAUI COUNTY COUNCIL	HI	UNIVERSITY OF HAWAII	
Kauai County Council	HI	FEDERAL CREDIT UNION	HI
Honolulu Fire Department	HI		

STATE NOTICE ADDENDUM

LANAKILA REHABILITATION CENTER INC.	HI	Tri-Isle RC&D	HI
POLYNESIAN CULTURAL CENTER	HI	Lanai Federal Credit Union	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	Aloha United Way	HI
BISHOP MUSEUM	HI	Kipuka o Ke Ola	HI
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	READ TO ME INTERNATIONAL FOUNDATION	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI	MAUI FAMILY YMCA	HI
MAUI ECONOMIC DEVELOPMENT BOARD NETWORK ENTERPRISES, INC.	HI	WAILUKU FEDERAL CREDIT UNION	HI
HONOLULU HABITAT FOR HUMANITY	HI	ST. THERESA CHURCH	HI
ALOHACARE	HI	HALE MAHAOLU	HI
ORI ANUENUE HALE, INC.	HI	West Maui Community Federal Credit Union	HI
IUPAT, DISTRICT COUNCIL 50	HI	Hawaii Island Humane Society	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Western Pacific Fisheries Council	HI
HAROLD K.L. CASTLE FOUNDATION	HI	Kama'aina Care Inc	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI	International Archaeological Research Institute, Inc.	HI
EAH, INC.	HI	Community Empowerment Resources	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI	Tutu and Me Traveling Preschool	HI
HABITAT FOR HUMANITY MAUI	HI	First United Methodist Church	HI
W. M. KECK OBSERVATORY	HI	United Chinese Society	HI
HAWAII EMPLOYERS COUNCIL	HI	Haggai Institue	HI
HAWAII STATE FCU	HI	AOAO Royal Capitol Plaza	HI
MAUI COUNTY FCU	HI	Kumpang Lanai	HI
PUNAHOU SCHOOL	HI	Child and Family Service	HI
YMCA OF HONOLULU	HI	MARINE SURF WAIKIKI, INC.	HI
EASTER SEALS HAWAII AMERICAN LUNG ASSOCIATION	HI	Hawaii Health Connector	HI
Pohaha I Ka Lani	HI	Hawaii Carpenters Market Recovery Program Fund	HI
Hawaii Area Committee	HI	Puu Heleakala Community Association	HI
		Saint Louis School	HI
		Kailua Racquet Club, Ltd.	HI
		Homewise Inc.	HI
		Hawaii Baptist Academy	HI
		Kroc Center Hawaii	HI
		Kupu	HI

STATE NOTICE ADDENDUM

University of the Nations	HI	HAWAII AGRICULTURE	
ARGOSY UNIVERSITY	HI	RESEARCH CENTER	HI
HAWAII PACIFIC UNIVERSITY	HI	STATE OF HAWAII	HI
UNIVERSITY OF HAWAII AT		Third Judicial Circuit - State	
MANOA	HI	of Hawaii	HI
RESEARCH CORPORATION		State of Hawaii Department	
OF THE UNIVERSITY OF		of Transportation	HI
HAWAII	HI	Office of the Governor	HI
BRIGHAM YOUNG		State of Hawaii-Department	
UNIVERSITY - HAWAII	HI	of Health-Disability &	
University Clinical Research		Communication Access	HI
and Association	HI	CITY AND COUNTY OF	
CHAMINADE UNIVERSITY OF		HONOLULU	HI
HONOLULU	HI	Lanai Youth Center	HI
Ricoh	HI	Silver Dolphin Bistro	HI
ROMAN CATHOLIC CHURCH		Commander, Navy Region	
IN THE STATE OF HAWAII	HI	Hawaii	HI
Hawaii Information		US Navy	HI
Consortium	HI	Defense Information System	
Leeward Community Church	HI	Agency	HI
E Malama In Keiki O Lanai	HI	84th Engineer Battalion	HI
Keawala'i Congregational		Department of Veterans	
Church	HI	Affairs	HI
Lanai Community Hospital	HI	Hawaii County	HI
Angels at Play Preschool &		Honolulu County	HI
Kindergarten	HI	Kauai County	HI
Queen Emma Gardens AOA	HI	Maui County	HI
FAMILY SUPPORT SERVICES		Kalawao County	HI
OF WEST HAWAII	HI	Aiea	HI
Honolulu Community College	HI	Anahola	HI
COLLEGE OF THE MARSHALL		Barbers Point N A S	HI
ISLANDS	HI	Camp H M Smith	HI
DOT Airports Division Hilo		Captain Cook	HI
International Airport	HI	Eleele	HI
Judiciary - State of Hawaii	HI	Ewa Beach	HI
ADMIN. SERVICES OFFICE	HI	Fort Shafter	HI
SOH- JUDICIARY CONTRACTS		Haiku	HI
AND PURCH	HI	Hakalau	HI
STATE DEPARTMENT OF		Haleiwa	HI
DEFENSE	HI	Hana	HI
HAWAII CHILD SUPPORT		Hanalei	HI
ENFORCEMENT AGENCY	HI	Hanamaulu	HI
HAWAII HEALTH SYSTEMS		Hanapepe	HI
CORPORATION	HI	Hauula	HI

STATE NOTICE ADDENDUM

Hawaii National Park	HI	Lihue	HI
Hawaiian Ocean View	HI	M C B H Kaneohe Bay	HI
Hawi	HI	Makawao	HI
Hickam AFB	HI	Makaweli	HI
Hilo	HI	Maunaloa	HI
Holualoa	HI	Mililani	HI
Honaunau	HI	Mountain View	HI
Honokaa	HI	Naalehu	HI
Honolulu	HI	Ninole	HI
Honomu	HI	Ocean View	HI
Hoolehua	HI	Ookala	HI
Kaaawa	HI	Paauhau	HI
Kahuku	HI	Paauilo	HI
Kahului	HI	Pahala	HI
Kailua	HI	Pahoa	HI
Kailua Kona	HI	Paia	HI
Kalaheo	HI	Papaaloa	HI
Kalaupapa	HI	Papaikou	HI
Kamuela	HI	Pearl City	HI
Kaneohe	HI	Pearl Harbor	HI
Kapaa	HI	Pepeekeo	HI
Kapaau	HI	Princeville	HI
Kapolei	HI	Pukalani	HI
Kaumakani	HI	Puunene	HI
Kaunakakai	HI	Schofield Barracks	HI
Kawela Bay	HI	Tripler Army Medical Center	HI
Keaau	HI	Volvano	HI
Kealakekua	HI	Wahiawa	HI
Kealia	HI	Waialua	HI
Keauhou	HI	Waianae	HI
Kekaha	HI	Waikoloa	HI
Kihei	HI	Wailuku	HI
Kilauea	HI	Waimanalo	HI
Koloa	HI	Waimea	HI
Kualapuu	HI	Waipahu	HI
Kula	HI	Wake Island	HI
Kunia	HI	Wheeler Army Airfield	HI
Kurtistown	HI	Brigham Young University - Hawaii	HI
Lahaina	HI	Chaminade University of Honolulu	HI
Laie	HI	Hawaii Business College	HI
Lanai City	HI	Hawaii Pacific University	HI
Laupahoehoe	HI		
Lawai	HI		

STATE NOTICE ADDENDUM

Hawaii Technology Institute	HI	Fern Ridge School District	
Heald College - Honolulu	HI	28J	OR
Remington College - Honolulu Campus	HI	Knova Learning	OR
University of Phoenix - Hawaii Campus	HI	New Horizon Christian School	OR
Hawaii Community College	HI	MOLALLA RIVER ACADEMY	OR
Honolulu Community College	HI	HIGH DESERT EDUCATION SERVICE DISTRICT	OR
Kapiolani Community College	HI	St. Luke Catholic School	OR
Kauai Community College	HI	SOUTHWEST CHARTER SCHOOL	OR
Leeward Community College	HI	WHITEAKER MONTESSORI SCHOOL	OR
Maui Community College	HI	CASCADES ACADEMY OF CENTRAL OREGON	OR
University of Hawaii at Hilo	HI	NEAH-KAH-NIE DISTRICT NO.56	OR
University of Hawaii at Manoa	HI	INTER MOUNTAIN ESD	OR
Windward Community College	HI	STANFIELD SCHOOL DISTRICT	OR
Central School District 13J (Polk County, Oregon)	OR	LA GRANDE SCHOOL DISTRICT	OR
Milton-Freewater Unified School District No 7	OR	CASCADE SCHOOL DISTRICT	OR
Scappoose Adventist School	OR	DUFUR SCHOOL DISTRICT NO.29	OR
Ontario School District 8C	OR	hillsboro school district	OR
Trillium Charter School	OR	GASTON SCHOOL DISTRICT 511J	OR
Echo School District	OR	BEAVERTON SCHOOL DISTRICT	OR
Warrenton Hammond School	OR	COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
Immanuel Lutheran School	OR	WILLAMINA SCHOOL DISTRICT	OR
Columbia Academy	OR	MCMINNVILLE SCHOOL DISTRICT NO.40	OR
VALLEY CATHOLIC SCHL	OR	Sheridan School District 48J	OR
CROOK COUNTY SCHOOL DISTRICT	OR	THE CATLIN GABEL SCHOOL	OR
CORBETT SCHL DIST #39	OR	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
Trinity Lutheran Church and School	OR	CENTRAL CATHOLIC HIGH SCHOOL	OR
Bethel School District #52	OR	CANYONVILLE CHRISTIAN ACADEMY	OR
OREGON CITY PUBLIC SCHL	OR	OUR LADY OF THE LAKE SCHOOL	OR
Ppmc Education Committee	OR	NYSSA SCHOOL DISTRICT NO.	OR
Stayton Christian School	OR		
South Columbia Family School	OR		
Sunrise Preschool	OR		
St. Therese Parish/School	OR		
PINE-EAGLE SCHOOL DISTRICT 061	OR		
Portland YouthBuilders	OR		
Wallowa County ESD	OR		

STATE NOTICE ADDENDUM

26		NO.1J	
ARLINGTON SCHOOL		CHILDPEACE MONTESSORI	OR
DISTRICT NO. 3	OR	HEAD START OF LANE	
LIVINGSTONE ADVENTIST		COUNTY	OR
ACADEMY	OR	HARNEY COUNTY SCHOOL	
Santiam Canyon SD 129J	OR	DIST. NO.3	OR
WEST HILLS COMMUNITY		NESTUCCA VALLEY SCHOOL	
CHURCH	OR	DISTRICT NO.101	OR
BANKS SCHOOL DISTRICT	OR	ARCHBISHOP FRANCIS	
WILLAMETTE EDUCATION		NORBERT BLANCHET	
SERVICE DISTRICT	OR	SCHOOL	OR
BAKER COUNTY SCHOOL		LEBANON COMMUNITY	
DIST. 16J - MALHEUR ESD	OR	SCHOOLS NO.9	OR
HARNEY EDUCATION		MT.SCOTT LEARNING	
SERVICE DISTRICT	OR	CENTERS	OR
GREATER ALBANY PUBLIC		SEVEN PEAKS SCHOOL	OR
SCHOOL DISTRICT	OR	DE LA SALLE N CATHOLIC HS	OR
LAKE OSWEGO SCHOOL		MULTISENSORY LEARNING	
DISTRICT 7J	OR	ACADEMY	OR
SOUTHERN OREGON		MITCH CHARTER SCHOOL	OR
EDUCATION SERVICE		REALMS CHARTER SCHOOL	OR
DISTRICT	OR	BAKER SCHOOL DISTRICT 5-J	OR
SILVER FALLS SCHOOL		PHILOMATH SCHOOL	
DISTRICT	OR	DISTRICT	OR
St Helens School District	OR	CLACKAMAS EDUCATION	
DAYTON SCHOOL DISTRICT		SERVICE DISTRICT	OR
NO.8	OR	CANBY SCHOOL DISTRICT	OR
Amity School District 4-J	OR	OREGON TRAIL SCHOOL	
SCAPPOOSE SCHOOL		DISTRICT NO.46	OR
DISTRICT 1J	OR	WEST LINN WILSONVILLE	
REEDSPORT SCHOOL		SCHOOL DISTRICT	OR
DISTRICT	OR	MOLALLA RIVER SCHOOL	
FOREST GROVE SCHOOL		DISTRICT NO.35	OR
DISTRICT	OR	ESTACADA SCHOOL DISTRICT	
DAVID DOUGLAS SCHOOL		NO.108	OR
DISTRICT	OR	GLADSTONE SCHOOL	
LOWELL SCHOOL DISTRICT		DISTRICT	OR
NO.71	OR	ASTORIA SCHOOL DISTRICT	
TIGARD-TUALATIN SCHOOL		1C	OR
DISTRICT	OR	SEASIDE SCHOOL DISTRICT	
SHERWOOD SCHOOL		10	OR
DISTRICT 88J	OR	NORTHWEST REGIONAL	
RAINIER SCHOOL DISTRICT	OR	EDUCATION SERVICE	
NORTH CLACKAMAS SCHOOL		DISTRICT	OR
DISTRICT	OR	VERNONIA SCHOOL DISTRICT	
MONROE SCHOOL DISTRICT	OR	47J	OR

STATE NOTICE ADDENDUM

SOUTH COAST EDUCATION SERVICE DISTRICT	OR	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
COOS BAY SCHOOL DISTRICT NORTH BEND SCHOOL DISTRICT 13	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
COQUILLE SCHOOL DISTRICT 8	OR	KLAMATH FALLS CITY SCHOOLS	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
BANDON SCHOOL DISTRICT	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	CRESWELL SCHOOL DISTRICT SOUTH LANE SCHOOL DISTRICT 45J3	OR
REDMOND SCHOOL DISTRICT	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	SIUSLAW SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
ROSEBURG PUBLIC SCHOOLS GLIDE SCHOOL DISTRICT NO.12	OR	ONTARIO MIDDLE SCHOOL	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	GERVAIS SCHOOL DIST. #1	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
ELKTON SCHOOL DISTRICT NO.34	OR	JEFFERSON SCHOOL DISTRICT	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	SALEM-KEIZER PUBLIC SCHOOLS	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	MORROW COUNTY SCHOOL DISTRICT	OR
JACKSON CO SCHOOL DIST NO.9	OR	MULTNOMAH EDUCATION SERVICE DISTRICT	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
MEDFORD SCHOOL DISTRICT 549C	OR	DALLAS SCHOOL DISTRICT NO. 2	OR
CULVER SCHOOL DISTRICT NO.	OR	CENTRAL SCHOOL DISTRICT 13J	OR
		St. Mary Catholic School	OR
		CROSSROADS CHRISTIAN	OR

STATE NOTICE ADDENDUM

SCHOOL		Koreducators Lep High	OR
ST. ANTHONY SCHOOL	OR	Warrenton Hammond School	
Pedee School	OR	District	OR
HERITAGE CHRISTIAN		Sutherlin School District	OR
SCHOOL	OR	Malheur Elementary School	
BEND-LA PINE SCHOOL		District	OR
DISTRICT	OR	Ontario School District	OR
GLENDALE SCHOOL DISTRICT	OR	Parkrose School District 3	OR
LINCOLN COUNTY SCHOOL		Riverdale School District 51J	OR
DISTRICT	OR	Tillamook School District	OR
PORTLAND PUBLIC SCHOOLS	OR	Madeleine School	OR
REYNOLDS SCHOOL DISTRICT	OR	Union School District	OR
CENTENNIAL SCHOOL		Helix School District	OR
DISTRICT	OR	Riddle School District	OR
NOBEL LEARNING		Ashbrook Independent	
COMMUNITIES	OR	School	OR
St. Stephen's Academy	OR	Molalla River School District	OR
McMinnville Adventist		Corvallis School District 509J	OR
Christian School	OR	Falls City School District #57	OR
Salem-Keizer 24J	OR	Portland Christian Schools	OR
McKay High School	OR		
Pine Eagle Charter School	OR	LUCKIAMUTE VALLEY	
Waldo Middle School	OR	CHARTER SCHOOLS	OR
OAKLAND SCHOOL DISTRICT		Insight School of Oregon	
001	OR	Painted Hills	OR
hermiston school district	OR	Deer Creek Elementary	
Clear Creek Middle School	OR	School	OR
Marist High School	OR	Yamhill Carlton School	
Victory Academy	OR	District	OR
Vale School District No. 84	OR	COLTON SCHL DIST 53	OR
St. Mary School	OR	HARRISBURG SCHL DIST	OR
Junction City High School	OR	CENTRAL CURRY SCHL	
Three Rivers School District	OR	DIST#1	OR
Fern Ridge School District	OR	BNAI BRITH CAMP	OR
JESUIT HIGH SCHL EXEC OFC	OR	OREGON FOOD BANK	OR
LASALLE HIGH SCHOOL	OR	HOSANNA CHRISTIAN SCHL	OR
Southwest Christian School	OR	ABIQUA SCHL	OR
Willamette Christian School	OR	Salem keizar school district	OR
Westside Christian High		Scio High School	OR
School	OR	Athena Weston School	
CS LEWIS ACADEMY	OR	District 29RJ	OR
Portland America School	OR	Butte Falls School District	OR
Forest Hills Lutheran School	OR	Bend International School	OR
Mosier Community School	OR	Imbler School District #11	OR
		monument school	OR

STATE NOTICE ADDENDUM

PENDLETON SCHOOL DISTRICT #16R	OR	CLATSOP COUNTY	OR
Ohara Catholic School	OR	COLUMBIA COUNTY,	
MARCOLA SCHOOL DISTRICT 079J	OR	OREGON	OR
LINN-BENTON-LINCOLN ESD	OR	coos county	OR
Reynolds High School	OR	CROOK COUNTY ROAD	
St. Paul School District	OR	DEPARTMENT	OR
Sabin-Schellenberg Technical Center	OR	CURRY COUNTY OREGON	OR
St Paul Parish School	OR	DESCHUTES COUNTY	OR
Joseph School District	OR	GILLIAM COUNTY	OR
EagleRidge High School	OR	GRANT COUNTY, OREGON	OR
Grant Community School	OR	HARNEY COUNTY SHERIFFS	
Hope chinese charter	OR	OFFICE	OR
Northwest Academy	OR	HOOD RIVER COUNTY	OR
Sunny Wolf Charter School	OR	jackson county	OR
MCKENZIE SCHOOL DISTRICT 068	OR	josephine county	OR
L'Etoiile French Immersion School	OR	klamath county	OR
LA GRANDE SCHOOL DISTRICT 001	OR	LANE COUNTY	OR
FOSSIL SCHOOL DISTRICT 21J	OR	LINN COUNTY	OR
Marist Catholic High School	OR	MARION COUNTY , SALEM,	
Springfield Public Schools	OR	OREGON	OR
Elgin school dist.	OR	MULTNOMAH COUNTY	OR
PLEASANT HILL SCH DIST #1	OR	SHERMAN COUNTY	OR
Ukiah School District 80R	OR	WASCO COUNTY	OR
Lake Oswego Montessori School	OR	YAMHILL COUNTY	OR
North Powder Charter School	OR	WALLOWA COUNTY	OR
Siletz Valley School	OR	ASSOCIATION OF OREGON	
French American School	OR	COUNTIES	OR
Mastery Learning Institute	OR	NAMI LANE COUNTY	OR
North Lake School District 14	OR	BENTON COUNTY	OR
Early College High School	OR	DOUGLAS COUNTY	OR
GILLIAM COUNTY OREGON	OR	JEFFERSON COUNTY	OR
UMATILLA COUNTY, OREGON	OR	LAKE COUNTY	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR	LINCOLN COUNTY	OR
MULTNOMAH LAW LIBRARY	OR	POLK COUNTY	OR
clackamas county	OR	UNION COUNTY	OR
		WASHINGTON COUNTY	OR
		MORROW COUNTY	OR
		Mckenzie Personnel Services	OR
		Washington County Facilities & Park Services	OR
		Multnomah County	
		Department of Community	
		Justice	OR
		NORCOR Juvenile Detention	OR

STATE NOTICE ADDENDUM

Tillamook County Estuary	OR	Rogue Valley Youth Football	OR
Job Council	OR	Bend Elks Lodge 1371	OR
BAKER CNTY GOVT	OR	Friendly House, Inc.	OR
TILLAMOOK CNTY	OR	Klamath Siskiyou Wildlands	
Multnomah County Dept of		Center	OR
County Assets	OR	Grants Pass Seventh-day	
Wheeler County	OR	Adventist Church	OR
Clackamas County Service		Corvallis Waldorf School	OR
District # 1/Tri-City Service		Farmworkers Housing	
District	OR	Development Corporation	OR
Resource Connections of		World Forestry Center	OR
Oregon	OR	Adapt	OR
Lane County Sheriff's Office	OR	Kid Time	OR
Clatsop County Sheriff's		Oregon Farm Bureau	OR
Office	OR	Mt Emily Safe Center	OR
Harney County Community		Salem First Presbyterian	
Corrections	OR	Church	OR
Grant County Economic		Rolling Hills Baptist Church	OR
Development	OR	Baker Elks	OR
Clackamas County Juvenile		Gates Community Church of	
Dept	OR	Christ	OR
Columbia Basin Care Facility	OR	PIP Corps LLC	OR
City of Seaside Police		Turtle Ridge Wildlife Center	OR
Department	OR	Grande Ronde Model	
Tamarack Aquatic Center	OR	Watershed Foundation	OR
Seven Feathers Casino	OR	Western Environmental Law	
Oliver P Lent PTA	OR	Center	OR
Willamette Valley Rehab		Oregon District 7 Little	
Center	OR	League	OR
St Paul Baptist Church	OR	Mercy Flights, Inc.	OR
Long Tom Watershed		Metropolitan Contractor	
Council	OR	Improvement Partnership	OR
San Martin Deporres		The Christian Church of	
Catholic Church	OR	Hillsboro Oregonb	OR
Portland Parks Foundation	OR	Congregation Neveh Shalom	OR
Sweet Home United		My Fathers House	OR
Methodist Church	OR	Step Forward Activities Inc	OR
Cedar Hills Baptist Church	OR	HHoly Trinity Greek	
Good Samaritan Ministries	OR	Orthodox Cathedral	OR
Unitarian Universalist Church		MECOP Inc.	OR
in Eugene	OR	Workforce Northwest Inc	OR
Emmanuel Bible Church	OR	Lane Arts Council	OR
Portland Community Media	OR	Building Healthy Family	OR
La Pine Chamber of		Integral Youth Services	OR
Commerce	OR		
Stone Creek Christian Church	OR		

STATE NOTICE ADDENDUM

Children Center At Trinity	OR	LIFEWORKS NW	OR
Beaverton Christians Church	OR	Independent Development	
Oregon Humanities	OR	Enterprise Alliance	OR
St. Pius X School	OR	MID-WILLAMETTE VALLEY	
Community Connection of		COMMUNITY ACTION	
Northeast Oregon, Inc.	OR	AGENCY, INC	OR
St Mark Presbyterian Church	OR	HALFWAY HOUSE SERVICES,	
Living Opportunities, Inc.	OR	INC.	OR
Coos Art Museum	OR	REDMOND PROFICIENCY	
OETC	OR	ACADEMY	OR
Blanchet House of		OHSU FOUNDATION	OR
Hospitality	OR	SHELTERCARE	OR
Garten Services Inc	OR	PRINGLE CREEK	
Incite Incorporated	OR	SUSTAINABLE LIVING	
Merchants Exchange of		CENTER	OR
Portland, Oregon	OR	PACIFIC INSTITUTES FOR	
Coalition for a Livable Future	OR	RESEARCH	OR
West Salem United		Mental Health for Children,	
Methodist	OR	Inc.	OR
Central Oregon Visitors		The Dreaming Zebra	
Association	OR	Foundation	OR
Soroptimist International of		LAUREL HILL CENTER	OR
Gold Beach, OR	OR	THE OREGON COMMUNITY	
Real Life Christian Church	OR	FOUNDATION	OR
Dayton Christian Church	OR	OCHIN	OR
Delphian School	OR	WE CARE OREGON	OR
AVON	OR	SE WORKS	OR
EPUD-Emerald People's		ENTERPRISE FOR	
Utility District	OR	EMPLOYMENT AND	
Human Solutions, Inc.	OR	EDUCATION	OR
The Wallace Medical		OMNIMEDIX INSTITUTE	OR
Concern	OR	PORTLAND BUSINESS	
Boys & Girls Club of Salem,		ALLIANCE	OR
Marion & Polk Counties	OR	GATEWAY TO COLLEGE	
The Ross Ragland Theater		NATIONAL NETWORK	OR
and Cultural Center	OR	FOUNDATIONS FOR A	
Cascade Health Solutions	OR	BETTER OREGON	OR
Umpqua Community Health		GOAL ONE COALITION	OR
Center	OR	ATHENA LIBRARY FRIENDS	
ALZHEIMERS NETWORK OF		ASSOCIATION	OR
OREGON	OR	Coastal Family Health Center	OR
NATIONAL WILD TURKEY		CENTER FOR COMMUNITY	
FEDERATION	OR	CHANGE	OR
TILLAMOOK ESTUARIES		STAND FOR CHILDREN	OR
PARTNERSHIP	OR	ST. VINCENT DEPAUL OF	
		LANE COUNTY	OR

STATE NOTICE ADDENDUM

EAST SIDE FOURSQUARE CHURCH	OR	YWCA SALEM	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR	PORTLAND ART MUSEUM	OR
InventSuccess	OR	SAINT JAMES CATHOLIC CHURCH	OR
SHERIDAN JAPANESE SCHOOL FOUNDATION	OR	SOUTHERN OREGON HUMANE SOCIETY	OR
The Blosser Center for Dyslexia Resources	OR	VOLUNTEERS OF AMERICA OREGON	OR
MOSAIC CHURCH	OR	CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR	METROPOLITAN FAMILY SERVICE	OR
RENEWABLE NORTHWEST PROJECT	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	FIRST UNITARIAN CHURCH	OR
CONSERVATION BIOLOGY INSTITUTE	OR	ST. ANTHONY CHURCH	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT- OREGON, INC.	OR	Good Shepherd Medical Center	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	Salem Academy	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	GEN CONF OF SDA CHURCH WESTERN OR	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	PORTLAND ADVENTIST ACADEMY	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	ST VINCENT DE PAUL OUTSIDE IN	OR
OREGON EDUCATION ASSOCIATION	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
HEARING AND SPEECH INSTITUTE INC	OR	WILLAMETTE VIEW INC.	OR
SALEM ELECTRIC	OR	PORTLAND HABILITATION CENTER, INC.	OR
MORRISON CHILD AND FAMILY SERVICES	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
JUNIOR ACHIEVEMENT	OR	ROSE VILLA, INC.	OR
CENTRAL BIBLE CHURCH	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
TRILLIUM FAMILY SERVICES, INC.	OR	ROGUE FEDERAL CREDIT UNION	OR
		Oregon Research Institute	OR
		WILLAMETTE LUTHERAN HOMES, INC	OR
		LANE MEMORIAL BLOOD	OR

STATE NOTICE ADDENDUM

BANK		WHITE BIRD CLINIC	OR
PORTLAND JEWISH ACADEMY	OR	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
LANECO FEDERAL CREDIT UNION	OR	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
GRANT PARK CHURCH	OR	HOUSING NORTHWEST	OR
ST. MARYS OF MEDFORD, INC.	OR	OREGON ENVIRONMENTAL COUNCIL	OR
US CONFERENCE OF MENONNITE BRETHERN CHURCHES	OR	MEALS ON WHEELS PEOPLE, INC.	OR
FAITHFUL SAVIOR MINISTRIES	OR	FAITH CENTER	OR
OREGON CITY CHURCH OF THE NAZARENE	OR	Bob Belloni Ranch, Inc.	OR
OREGON COAST COMMUNITY ACTION	OR	GOOD SHEPHERD COMMUNITIES	OR
EDUCATION NORTHWEST COMMUNITY ACTION TEAM, INC.	OR	SACRED HEART CATHOLIC DAUGHTERS	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	HELP NOW! ADVOCACY CENTER	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR	TENAS ILLAHEE CHILDCARE CENTER	OR
SPARC ENTERPRISES	OR	SUNRISE ENTERPRISES	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
SALEM ALLIANCE CHURCH Lane Council of Governments	OR	SERENITY LANE	OR
FORD FAMILY FOUNDATION	OR	EAST HILL CHURCH	OR
TRAILS CLUB	OR	LA GRANDE UNITED METHODIST CHURCH	OR
NEWBERG FRIENDS CHURCH	OR	COAST REHABILITATION SERVICES	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR	Edwards Center Inc	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
CITY BIBLE CHURCH	OR	NEW HOPE COMMUNITY CHURCH	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR	KLAMATH HOUSING AUTHORITY	OR
PORTLAND WOMENS CRISIS LINE	OR	QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.	OR
THE SALVATION ARMY - CASCADE DIVISION	OR	SPONSORS, INC.	OR
WILLAMETTE FAMILY	OR	COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC	OR

STATE NOTICE ADDENDUM

METRO HOME SAFETY REPAIR PROGRAM	OR	SUNNYSIDE FOURSQUARE CHURCH	OR
OREGON SUPPORTED LIVING PROGRAM	OR	TRAINING EMPLOYMENT CONSORTIUM	OR
SOUTH COAST HOSPICE, INC.	OR	RELEVANT LIFE CHURCH	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR	211INFO	OR
The International School	OR	SONRISE CHURCH	OR
REBUILDING TOGETHER - PORTLAND INC.	OR	LIVING WAY FELLOWSHIP Women's Safety & Resource Center	OR
PENDLETON ACADEMIES	OR	SEXUAL ASSAULT RESOURCE CENTER	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR	IRCO	OR
DOGS FOR THE DEAF, INC.	OR	NORTHWEST YOUTH CORPS	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR	TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
EMMAUS CHRISTIAN SCHOOL	OR	SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	CLASSROOM LAW PROJECT	OR
SAINT CATHERINE OF SIENA CHURCH	OR	YOUTH GUIDANCE ASSOC.	OR
PORT CITY DEVELOPMENT CENTER	OR	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	ELMIRA CHURCH OF CHRIST	OR
CENTRAL CITY CONCERN	OR	JASPER MOUNTAIN	OR
CANBY FOURSQUARE CHURCH	OR	ACUMENTRA HEALTH	OR
EMERALD PUD	OR	WORKSYSTEMS INC	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	COVENANT CHRISTIAN HOOD RIVER	OR
BENTON HOSPICE SERVICE	OR	OREGON DONOR PROGRAM	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR	NAMI OREGON	OR
COMMUNITY CANCER CENTER	OR	OLIVET BAPTIST CHURCH	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR	SILVERTON AREA COMMUNITY AID	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR	CONFEDERATED TRIBES OF GRAND RONDE	OR
WILD SALMON CENTER	OR	NEIGHBORIMPACT	OR
BROAD BASE PROGRAMS INC.	OR	CATHOLIC COMMUNITY SERVICES	OR
		NEW AVENUES FOR YOUTH INC	OR
		LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR

STATE NOTICE ADDENDUM

DECISION SCIENCE		HOSPITAL	
RESEARCH INSTITUTE, INC.	OR	NORTHWEST ENERGY	
WESTERN STATES CENTER	OR	EFFICIENCY ALLIANCE	OR
HIV ALLIANCE, INC	OR	BONNEVILLE	
PARTNERSHIPS IN		ENVIRONMENTAL	
COMMUNITY LIVING, INC.	OR	FOUNDATION	OR
FANCONI ANEMIA RESEARCH		SUMMIT VIEW COVENANT	
FUND INC.	OR	CHURCH	OR
BLIND ENTERPRISES OF		SALMON-SAFE INC.	OR
OREGON	OR	BETHEL CHURCH OF GOD	OR
OREGON BALLET THEATRE	OR	PROVIDENCE HOOD RIVER	
SMART	OR	MEMORIAL HOSPITAL	OR
All God's Children		SAINT ANDREW NATIVITY	
International	OR	SCHOOL	OR
FARMWORKER HOUSING		BARLOW YOUTH FOOTBALL	OR
DEV CORP	OR	SPOTLIGHT THEATRE OF	
UMPQUA COMMUNITY		PLEASANT HILL	OR
DEVELOPMENT		FAMILIES FIRST OF GRANT	
CORPORATION	OR	COUNTY, INC.	OR
REGIONAL ARTS AND		TOUCHSTONE PARENT	
CULTURE COUNCIL	OR	ORGANIZATION	OR
THE EARLY EDUCATION		CANCER CARE RESOURCES	OR
PROGRAM, INC.	OR	CASCADIA REGION GREEN	
MACDONALD CENTER	OR	BUILDING COUNCIL	OR
EVERGREEN AVIATION		SHERMAN DEVELOPMENT	
MUSEUM AND CAP.		LEAGUE, INC.	OR
MICHAEL KING.	OR	SCIENCEWORKS	OR
SELF ENHANCEMENT INC.	OR	WORD OF LIFE COMMUNITY	
FRIENDS OF THE CHILDREN	OR	CHURCH	OR
SOUTH LANE FAMILY		SOCIAL VENTURE PARTNERS	
NURSERY DBA FAMILY		PORTLAND	OR
RELIEF NURSE	OR	OREGON PROGRESS FORUM	OR
COMMUNITY VETERINARY		CENTER FOR RESEARCH TO	
CENTER	OR	PRACTICE	OR
PORTLAND SCHOOLS		WESTERN RIVERS	
FOUNDATION	OR	CONSERVANCY	OR
SUSTAINABLE NORTHWEST	OR	UNITED WAY OF THE	
OREGON DEATH WITH		COLUMBIA WILLAMETTE	OR
DIGNITY	OR	EUGENE BALLET COMPANY	OR
BIRCH COMMUNITY		EAST WEST MINISTRIES	
SERVICES, INC.	OR	INTERNATIONAL	OR
BAY AREA FIRST STEP, INC.	OR	SISKIYOU INITIATIVE	OR
OSLC COMMUNITY		EDUCATIONAL POLICY	
PROGRAMS	OR	IMPROVEMENT CENTER	OR
EN AVANT, INC.	OR		
ASHLAND COMMUNITY	OR		

STATE NOTICE ADDENDUM

North Pacific District of Foursquare Churches	OR	Lincoln City Chamber of Commerce	OR
CATHOLIC CHARITIES	OR	DrupalCon Inc., DBA Drupal Association	OR
FIRST CHURCH OF THE NAZARENE	OR	Albany Partnership for Housing and Community Development	OR
WESTSIDE BAPTIST CHURCH Housing Development Center	OR	SEED OF FAITH MINISTRIES Hermiston Christian Center & School	OR
Hoodview Christian Church	OR	SALEM FREE CLINICS	OR
Child Evangelism Fellowship	OR	Dress for Success Oregon	OR
Little Promises Children's Program	OR	Beaverton Rock Creek Foursquare Church	OR
UNION GOSPEL MISSION	OR	St Paul Catholic Church	OR
GRACE BAPTIST CHURCH	OR	St Mary's Catholic School and Parish	OR
COMMUNITY ACTION ORGANIZATION	OR	Polk Soil and Water Conservation District	OR
OUTSIDE IN	OR	Street Ministry	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR	La Grande Church of the Nazarene	OR
ELAW	OR	Spruce Villa, Inc.	OR
COMMUNITY HEALTH CENTER, INC	OR	OREGON SCHOOL BOARDS ASSOCIATION	OR
Greater Portland INC	OR	House of Prayer for All Nations	OR
Eugene Builders Exchange	OR	Sacred Heart Catholic Church	OR
Boys & Girls Club of Corvallis	OR	African American Health Coaliton, Inc.	OR
Southeast Uplift		Happy Canyon Company	OR
Neighborhood Coalition	OR	Village Home Education Resource Center	OR
First United Presbyterian Church	OR	Monet's Children's Circle	OR
PDX Wildlife	OR	Cascade Housing Association	OR
Friends of the Opera House	OR	Dayspring Fellowship	OR
Jackson-Josephine 4-C Council	OR	Northwest Habitat Institute	OR
North Coast Family Fellowship	OR	Winding Waters Medical Clinic	OR
P E C I	OR	First Baptist Church	OR
Childswork Learning Center	OR	The Nature Conservancy, Willamette Valley Field Office	OR
Portland Schools Alliance	OR	Serenity Lane Health Services	OR
New Artists Performing Arts Productions, Inc.	OR		
Relief Nursery	OR		
St. Mary's Episcopal Church	OR		
Viking Sal Senior Center	OR		
Boys and Girls Club of the rogue valley	OR		

STATE NOTICE ADDENDUM

Portland Community		Ontrack Inc.	OR
Reinvestment Initiatives, Inc.	OR	Calvin Presbyterian Church	OR
Christians As Family		HOLT INTL CHILD	OR
Advocates	OR	St John The Baptist Catholic	OR
GeerCrest Farm & Historical		Portland Foursquare Church	OR
Society	OR	Portland Christian Center	OR
College United Methodist		Church Extension Plan	OR
Church	OR	Occu Afghanistan Relief	
The Collins Foundation	OR	Effort	OR
Prince of Peace Lutheran		EUGENE FAMILY YMCA	OR
Church & School	OR	Christ The King Parish and	
NEDCO	OR	School	OR
Salem Evangelical Church	OR	Newberg Christian Church	OR
Wild Lilac Child Development		First United Methodist	
Community	OR	Church	OR
Daystar Education, Inc.	OR	Zion Lutheran Church	OR
Oregon Social Learning		Southwest Bible Church	OR
Center	OR	Community Works Inc	OR
Pain Society of Oregon	OR	Masonic Lodge Pearl 66	OR
environmental law alliance		Molalla Nazarene Church	OR
worldwide	OR	Transition Projects, Inc	OR
Community in Action	OR	St Michaels Episcopal Church	OR
Safe Harbors	OR	Saint Johns Catholich Church	OR
FIRST CHRISTIAN CHURCH	OR	Access Inc	OR
Pacific Classical Ballet	OR	Community Learning Center	OR
Depaul Industries	OR	Old Mill Center for Children	
African American Health		and Families	OR
Coalition	OR	Sunny Oaks Inc	OR
Jesus Prayer Book	OR	Hospice Center Bend La Pine	OR
Coalition Of Community		Westside Foursquare Church	OR
Health	OR	Relief Nursery Inc	OR
River Network	OR	Morning Star Community	
CCI Enterprises Inc	OR	Church	OR
Oregon Nurses Association	OR	MULTNOMAH DEFENDERS	
GOODWILL INDUSTRIES OF		INC	OR
THE COLUMBIA		Providence Health System	OR
WILLAMETTE	OR	Holy Trinity Catholic Church	OR
Mount Angel Abbey	OR	Holy Redeemer Catholic	
YMCA OF ASHLAND	OR	Church	OR
YMCA OF COLUMBIA-		Alliance Bible Church	OR
WILLAMETTE ASSOCIATION		CARE OREGON	OR
SERVICES	OR	Mid Columbia Childrens	
Multnomah Law Library	OR	Council	OR
Friends Of Tryon Creek State		HUMANE SOCIETY OF	OR
P	OR		

STATE NOTICE ADDENDUM

REDMOND		Instituto de Cultura y Arte In	
Our Redeemer Lutheran Church	OR	Xochitl In Cuicatl	OR
Kbps Public Radio	OR	McKenzie Personnel Systems	OR
Skyball Salem Keizer Youth Bas	OR	OSLC COMMUNITY PROGRAMS OCP	OR
Open Technology Center	OR	Oregon Nikkei Endowment	OR
Grace Chapel	OR	Grace Community Church	OR
CHILDREN'S MUSEUM 2ND	OR	Eastern Oregon Alcoholism Foundation	OR
Solid Rock	OR	Grantmakers for Education	OR
West Chehalem Friends Church	OR	The Spiral Gallery	OR
Guide Dogs For The Blind	OR	The ALS Association Oregon and SW Washington Chapter	OR
Aldersgate Camps and Retreats	OR	Children's Relief Nursery	OR
St. Katherine's Catholic Church	OR	Home Builders	OR
The Alliance NW of the Christian & Missionary Alliance	OR	New Life Baptist Church	OR
Bags of Love	OR	Feral Cat Awareness Team	OR
Grand View Baptist Church	OR	Florence United Methodist Church	OR
Green Electronics Council	OR	World of Speed	OR
Scottish Rite	OR	SW Community Health Center	OR
Western Wood Products Association	OR	Energy Trust of Oregon	OR
THE NEXT DOOR	OR	St. Vincent de Paul Church	OR
NATIONAL PSORIASIS FOUNDATION	OR	Fr. Bernard Youth Center	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR	Oregon Psychoanalytic Center	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR	Store to Door	OR
OREGON REPERTORY SINGERS	OR	Oregon Translational Research and Development	
HIGHLAND HAVEN	OR	Insitute	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR	Depaul Industries	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR	OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH	
First Baptist Church of Enterprise	OR	ALBANY OREGON	OR
The Canby Center	OR	SELCO Community Credit Union	OR
REDMOND FIRE & RESCUE	OR	Prairie Baptist Church	OR
		North Coast Christian Church	OR
		Union County Economic Development Corp.	OR
		Camelto Theatre Company	OR
		Camp Fire Columbia	OR
		TAKE III OUTREACH	OR
		Rolling Hills Community	OR

STATE NOTICE ADDENDUM

Church		FAIRFIELD BAPTIST CHURCH	OR
Eugene Swim and Tennis Club	OR	Sexual Assault Support Services	OR
Summa Institute	OR	Neskowin Valley School	OR
Amani Center	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Billy Webb Elks lodge #1050	OR	St. Joseph Shelter	OR
Silverton Senior Center	OR	The Inn Home for Boys, Inc.9138	OR
First Evangelical Presbyterian Church of Oregon City	OR	MCKENZIEWATERSHED COUNCIL	OR
Joyful Servant Lutheran Church	OR	Opportunity Connections	OR
Sandy Seventh-day Adventist Church	OR	MENNONITE HOME OF ALBANY INC	OR
Muddy Creek Charter School	OR	Oregon Technical Assistance Corporation	OR
A FAMILY FOR EVERY CHILD	OR	Oregon And Southern Idaho Laborers Employers Training School	OR
1000 FRIENDS OF OREGON	OR	New Life Fellowship Church of God	OR
OREGON PEDIATRIC SOCIETY NONPROFIT ASSOCIATION OF OREGON	OR	Gladstone Senior Center	OR
LUKE DORF INC	OR	Education Travel & Culture, Inc.	OR
FAMILY CARE INC	OR	Rural Development Initiatives	OR
MEDICAL TEAMS INTL	OR	Jason Lee Manor/UMRC	OR
Clean Slate Canine Rescue & Rehabilitation	OR	Jesus Pursuit Church	OR
St. Martins Episcopal church	OR	YMCA of Marion and Polk Counties	OR
Food for Lane County	OR	PacificSource Health	OR
Clatsop Behavioral Healthcare	OR	Faith Christian Fellowship	OR
columbia gorge discovery center and museum	OR	Brookings Elks Lodge	OR
NAMI of Washington County	OR	Tualatin Lacrosse Club	OR
American Legion Aloha Post 104	OR	Tillamook Seventh Day Adventist Church	OR
The Dalles Art Association	OR	Oregon Jewish Community Foundation	OR
Temple Beth Israel	OR	East River Fellowship	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR	Holy Family Academy	OR
Rose Haven	OR	FIRST BAPTIST CHURCH OF EUGENE	OR
Dallas Church	OR	PORTLAND METRO RESIDENTIAL SERVICES	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR	Peace Lutheran Church	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR		

STATE NOTICE ADDENDUM

Living Word Christian Center	OR	Yellowhawk Tribal Health	OR
Housing Authority of Douglas County	OR	CASA of Marion County	OR
Vietnamese Christian Community Church	OR	Oregonians for Food & Shelter	OR
Forest Park Conservancy	OR	Westside Church of Christ Inc	OR
Friends for Animals	OR	Northwest Family Services	OR
Family Building Blocks	OR	Network Charter School	OR
Goodwill Industries of Lane and South Coast	OR	Ride Connecton	OR
Agia Sophia Academy	OR	Parenting Now!	OR
Friends of Driftwood Library	OR	Christian Church of Woodburn	OR
Consumers Power Inc.	OR	Verde	OR
A. C. Gilbert's Discovery Village	OR	Native American Youth and Family Center Early College Academy	OR
First Lutheran Church of Astoria	OR	USO Northwest	OR
Fund For Christian Charity	OR	Norkenzie Christian Church	OR
Deer Meadow Assisted Living	OR	Little Flower Development Center	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR	TLO Farms	OR
Umpqua Basin Water Association	OR	Evergreen Wings and Waves	OR
Alpha Lambda House Corporation	OR	Ascension Episcopal Parish	OR
St John Fisher Catholic Church Portland Oregon	OR	Center for Family Development	OR
Eugene Creative Care	OR	West Salem Foursquare Church	OR
The Church of Christ of Latter Day Saints	OR	Good Samaritan Ministry	OR
Cascade Height Public Charter School PTA	OR	Grace Lutheran Church of Molalla	OR
G.O.B.H.I	OR	Trinity Lutheran	OR
Association of Oregon Corrections EMPloyees, Inc.	OR	HOPE LUTHERAN CHURCH	OR
A Jesus Church Family	OR	Mount Pisgah Arboretum	OR
300 Main Inc	OR	Redeemer Lutheran Church	OR
Southwestern Oregon Public Defender Services, Inc.	OR	Disjecta Contemporary Art Center	OR
Albertina Kerr Centers	OR	Korean Central Covenant Church of Eugene	OR
Dufur Christian Church	OR	Yankton Baptist Church	OR
St. Matthew Catholic School	OR	BioGift Anatomical	OR
Serendipity Center Inc	OR	Lower Columbia Estuary Partnership	OR
		Mt Hood Hospice	OR
		Opportunity Foundation of central Oregon	OR

STATE NOTICE ADDENDUM

Constructing Hope	OR	Ashland Art Center	OR
Sprinkfield Elks #2145	OR	Apostolic Church of Jesus Christ	OR
Abuse Recovery Ministry & Services	OR	DOUGLAS FOREST PROTECTIVE	OR
Oasis Shelter Home	OR	Oregon Lyme Disease Network	OR
ST HENRYS CHURCH	OR	Ecotrust	OR
Nehalem Bay House	OR	SPECIAL MOBILITY SERVICES	OR
UNITED METHODIST CHURCH	OR	Bethlehem Christian Pre-School	OR
p:ear	OR	Historical Outreach Foundation	OR
Health Share of Oregon	OR	Texas Interventions and Counseling Inc	OR
St. Peter Catholic Church	OR	Brooklyn Primary PTO	OR
Mid Willamette Valley Community Action	OR	Mountain View Academy	OR
A Hope For Autism Foundation	OR	Salem Area Chamber of Commerce	OR
NW Sport Fishing	OR	First Congregational Chrch	OR
Breast Friends	OR	OREGON STATE FAIR	OR
SEPTL Southeast Portland Tool Library	OR	Tri-County Chamber of Commerce Inc	OR
Kids Unllimited Academy	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Cappella Romana	OR	Center for Human Development	OR
National Christian Community Foundation	OR	SafeHaven Humane Society	OR
Legal Aid Services of Oregon	OR	Rainier Assembly of God	OR
LITC	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
Willamette Valley Babe Ruth Center For Continuous Improvement	OR	Bridges to Change	OR
Northwest Center for Alternatives to Pesticides Junction	OR	DePaul Treatment Centers, Inc.	OR
City/Harrisburg/Monroe Habitat for Humanity	OR	Ministerio International Casa	OR
The Followers of Christ Church of Oregon City	OR	New Paradise Worship Center	OR
SEIU Local 49	OR	Mission Increase Foundation	OR
Emerald Media Group	OR	Curry Public Transit Inc	OR
West Hills Christian School	OR	THREE RIVERS CASINO	OR
Trillium Sprigs	OR	Brookings Harbor Christian School	OR
Smith Memorial Presbyterian Church	OR	Bethesda Lutheran Church	OR
Western Arts Alliance	OR	Legacy Mt. Hood Medical Center	OR
Youth Dynamics	OR		

STATE NOTICE ADDENDUM

Adelante Mujeres	OR	OEA CHOICE TRUST	OR
Yamhill Community Care Organization	OR	American Tinnitus Association	OR
Portland Japanese Garden	OR	Oregon Coast Aquarium, Inc.	OR
The Madeleine Parish	OR	HOPE POINT CHURCH	OR
The Tucker-Maxon Oral School	OR	Unitus Community Credit Union	OR
Southwest Neighborhoods, Inc	OR	St John the Baptist Greek Orthodox Church	OR
Wallowa Valley Center For Wellness	OR	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	St Andrews Presbyterian	OR
Portland Yacht Club	OR	Oregon Rural Electric Cooperative Association	OR
League of Women Voters	OR	THE MILL CASINO	OR
Oregon & Southern Idaho District Council of Laborers'	OR	Oregon State University	OR
Portland Police Sunshine Division	OR	Treasure Valley Community College	OR
Curry Health Network	OR	Unviersity of Oregon	OR
United Way of Lane County	OR	OREGON UNIVERSITY SYSTEM	OR
The Lighthouse School	OR	University of Western States	OR
Great Portland Bible College Possible	OR	GEORGE FOX UNIVERSITY	OR
Unithed Way	OR	LEWIS AND CLARK COLLEGE	OR
Community Energy Project	OR	PACIFIC UNIVERSITY	OR
Bridgeport Community Chapel	OR	REED COLLEGE	OR
Portland Oregon Visitors Association	OR	WILLAMETTE UNIVERSITY	OR
Barter Union International	OR	LINFIELD COLLEGE	OR
Southern Oregon Project Hope	OR	MULTNOMAH BIBLE COLLEGE	OR
Our United Villages	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Samaritan Health Services Inc.	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Santiam Assembly of God	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	PORTLAND STATE UNIV.	OR
Kilchis House	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Calvary Assembly of God	OR	MARYLHURST UNIVERSITY	OR
Lake Grove Presbyterian Church	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
Grace Lutheran School	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
Western Mennonite School	OR		

STATE NOTICE ADDENDUM

pacific u	OR	LOCAL GOVERNMENT	
UNIVERSITY OF OREGON	OR	PERSONNEL INSTITUTE	OR
CONCORDIA UNIV	OR	GRANTS PASS	
Marylhurst University	OR	MANAGEMENT SERVICES,	
Corban College	OR	DBA	OR
Oregon Center For Advanced		SPIRIT WIRELESS	OR
T	OR	Kartini Clinic	OR
UNIVERSITY OF PORTLAND	OR	Astra	OR
Portland Actors		Beit Hallel	OR
Conservatory	OR	Cvalco	OR
University Of Oregon		Elderhealth and Living	OR
Athletics Department	OR	OREGON CORRECTIONS	
Ecola Bible School	OR	ENTERPRISES	OR
WARNERPACIFIC COLG	OR	OREGON STATE HOSPITAL	OR
Beta Omega Alumnae	OR	OFFICE OF PUBLIC DEFENSE	
Oregon Institute of		SERVICES	OR
Technology	OR	Clatskanie People's Utility	
EASTERN OREGON		District	OR
UNIVERSITY	OR	PIONEER COMMUNITY	
Wilco Farmers	OR	DEVELOPMENT	OR
Harvest Church	OR	MARION COUNTY HEALTH	
Society of American		DEPT	OR
Foresters	OR	Ricoh USA	OR
Clackamas River Water		Heartfelt Obstetrics &	
Providers	OR	Gynecology	OR
eickhoff dev co inc	OR	Coquille Economic	
Cornerstone Association Inc	OR	Development Corporation	OR
The Klamath Tribe	OR	CITY/COUNTY INSURANCE	
advocate care	OR	SERVICE	OR
Cannon Beach Fire	OR	COMMUNITY CYCLING	
Life Flight Network LLC	OR	CENTER	OR
OREGON DEPT OF FISH &		Shangri La	OR
WILDLIFE-SAUVIE	OR	Portland Impact	OR
COVENANT RETIREMENT		Eagle Fern Camp	OR
COMMUNITIES	OR	KLAMATH FAMILY HEAD	
PENTAGON FEDERAL CREDIT		START	OR
UNION	OR	RIVER CITY DANCERS	OR
SAIF CORPORATION	OR	Oregon Permit Technical	
GREATER HILLSBORO AREA		Association	OR
CHAMBER OF COMMERCE	OR	KEIZER EAGLES AERIE 3895	OR
LANE ELECTRIC		Pgma/Cathie Bourne	OR
COOPERATIVE	OR	Sunrise Water	OR
USAGENCIES CREDIT UNION	OR	Burns Paiute Tribe	OR
PACIFIC CASCADE FEDERAL		Oregon Public Broadcasting	OR
CREDIT UNION	OR	La Grande Family Practice	OR

STATE NOTICE ADDENDUM

Linn Benton Lincoln Educational Services District	OR	MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
Ricoh USA	OR	TILLAMOOK PEOPLES UTILITY DISTRICT	OR
Sphere MD	OR	GLADSTONE POLICE DEPARTMENT	OR
BIENESTAR, INC.	OR	GOLD BEACH POLICE DEPARTMENT	OR
sunrise water authority	OR	THE NEWPORT PARK AND RECREATION CENTER	OR
Mountain Valley Therapy	OR	RIVERGROVE WATER DISTRICT	OR
EAsern Oregon Trade and Event Center	OR	TUALATIN VALLEY FIRE & RESCUE	OR
Waste-Pro	OR	GASTON RURAL FIRE DEPARTMENT	OR
NPKA	OR	CITY COUNTY INSURANCE SERVICES	OR
IBEW280	OR	SOUTH SUBURBAN SANITARY DISTRICT	OR
Confederated Tribes of Warm Springs	OR	SOUTH FORK WATER BOARD	OR
Point West Credit Union	OR	SUNSET EMPIRE PARK AND RECREATION	OR
Oregon State Credit Union	OR	SPRINGFIELD UTILITY BOARD	OR
PIONEER TELEPHONE COOPERATIVE	OR	Tillamook Urban Renewal Agency	OR
Halsey-Shedd Fire District	OR	Netarts Water District	OR
Northwest Power and Conservation Council	OR	OAK LODGE SANITARY DISTRICT	OR
Oregon Funeral Directors Association	OR	Boardman Rural Fire Protection District	OR
Nez Perce Tribe	OR	Tualatin Soil and Water Conservation District	OR
Obsidian Urgent Care, P.C.	OR	Silverton Fire District	OR
First Presbyterian Church of La Grande	OR	Lewis and Clark Rural Fire Protection District	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR	Rainbow Water District	OR
A&I Benefit Plan Administrators, Inc.	OR	Illinois Valley Fire District	OR
K Churchill Estates	OR	Clatskanie RFPD	OR
CSC HEAD START	OR	PORT OF TILLAMOOK BAY	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
crescent grove cemetery	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
Port of Toledo	OR		
Roseburg Police Department	OR		
Molalla Rural Fire Protection District	OR		
MONMOUTH - INDEPENDENCE NETWORK	OR		
EUGENE WATER & ELECTRIC BOARD	OR		

STATE NOTICE ADDENDUM

REGIONAL AUTOMATED INFORMATION NETWORK	OR	State Accident Insurance Fund Corporation	OR
OAK LODGE WATER DISTRICT	OR	Bend Metro Park & Recreation District	OR
THE PORT OF PORTLAND	OR	Port of Hood River	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR	La Pine Park & Recreation District	OR
TUALATIN VALLEY WATER DISTRICT	OR	Brookings- Harbor School District 17c	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR	Siuslaw Public Library District	OR
LANE EDUCATION SERVICE DISTRICT	OR	Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR	Columbia River Fire & Rescue	OR
PORT OF SIUSLAW	OR	Fern Ridge Library District	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR	Bend Park and Recreation District	OR
PORT OF ST HELENS	OR	Port of Garibaldi	OR
LANE TRANSIT DISTRICT	OR	Seal Rock Water District	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR	Rockwood Water P.U.D.	OR
HOODLAND FIRE DISTRICT NO.74	OR	Tillamook Fire District	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR	Tillamook County Transportation Dist	OR
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR	Central Lincoln People's Utility District	OR
SALEM AREA MASS TRANSIT DISTRICT	OR	Jefferson Park and Recreation	OR
Banks Fire District #13	OR	City of Monmouth / Public Works	OR
KLAMATH COUNTY 9-1-1	OR	McMinnville Police Department	OR
GLENDALE RURAL FIRE DISTRICT	OR	Long Creek School District	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	City of Sublimity	OR
CLACKAMAS RIVER WATER NW POWER POOL	OR	City of Central Point Parks and Recreation	OR
Lowell Rural Fire Protection District	OR	Gearhart Fire Department	OR
TriMet Transit	OR	Woodburn City Of	OR
Estacada Rural Fire District	OR	Brookings Fire / Rescue	OR
Keizer Fire District	OR	City of Veneta	OR
		CITY OF DAMASCUS	OR
		Hermiston Fire & Emergency Svcs	OR
		CEDAR MILL COMMUNITY LIBRARY	OR

STATE NOTICE ADDENDUM

CITY OF LAKE OSWEGO	OR	CITY OF RIDDLE	OR
LEAGUE OF OREGON CITIES	OR	CITY OF SCAPPOOSE	OR
CITY OF SANDY	OR	CITY OF SEASIDE	OR
CITY OF ASTORIA OREGON	OR	CITY OF SILVERTON	OR
CITY OF BEAVERTON	OR	CITY OF STAYTON	OR
CITY OF BOARDMAN	OR	City of Troutdale	OR
CITY OF CANBY	OR	CITY OF TUALATIN, OREGON	OR
CITY OF CANYONVILLE	OR	CITY OF WARRENTON	OR
CITY OF CENTRAL POINT		CITY OF WEST LINN/PARKS	OR
POLICE DEPARTMENT	OR	CITY OF WOODBURN	OR
CITY OF CLATSKANIE	OR	CITY OF TIGARD, OREGON	OR
CITY OF CONDON	OR	CITY OF AUMSVILLE	OR
CITY OF COOS BAY	OR	CITY OF PORT ORFORD	OR
CITY OF CORVALLIS	OR	CITY OF EAGLE POINT	OR
CITY OF CRESWELL	OR	CITY OF WOOD VILLAGE	OR
CITY OF ECHO	OR	St. Helens, City of	OR
CITY OF ESTACADA	OR	CITY OF WINSTON	OR
CITY OF EUGENE	OR	CITY OF COBURG	OR
CITY OF FAIRVIEW	OR	CITY OF NORTH PLAINS	OR
CITY OF GEARHART	OR	CITY OF GERVAIS	OR
CITY OF GOLD HILL	OR	CITY OF YACHATS	OR
CITY OF GRANTS PASS	OR	FLORENCE AREA CHAMBER	
CITY OF GRESHAM	OR	OF COMMERCE	OR
CITY OF HILLSBORO	OR	PORTLAND DEVELOPMENT	
CITY OF HOOD RIVER	OR	COMMISSION	OR
CITY OF JOHN DAY	OR	CITY OF CANNON BEACH OR	OR
CITY OF KLAMATH FALLS	OR	CITY OF ST. PAUL	OR
CITY OF LA GRANDE	OR	CITY OF ADAIR VILLAGE	OR
CITY OF MALIN	OR	CITY OF WILSONVILLE	OR
CITY OF MCMINNVILLE	OR	CITY OF HAPPY VALLEY	OR
CITY OF HALSEY	OR	CITY OF SHADY COVE	OR
CITY OF MEDFORD	OR	CITY OF LAKESIDE	OR
CITY OF MILL CITY	OR	CITY OF MILLERSBURG	OR
CITY OF MILWAUKIE	OR	CITY OF GATES	OR
CITY OF MORO	OR	KEIZER POLICE DEPARTMENT	OR
CITY OF MOSIER	OR	CITY OF DUNDEE	OR
CITY OF NEWBERG	OR	CITY OF AURORA	OR
CITY OF OREGON CITY	OR	THE CITY OF NEWPORT	OR
CITY OF PILOT ROCK	OR	CITY OF ALBANY	OR
CITY OF POWERS	OR	CITY OF ASHLAND	OR
RAINIER POLICE		CITY OF LEBANON	OR
DEPARTMENT	OR	CITY OF PORTLAND	OR
CITY OF REEDSPORT	OR	CITY OF SALEM	OR

STATE NOTICE ADDENDUM

CITY OF SPRINGFIELD	OR	City of Pendleton Parks & Recreation	OR
METRO	OR	CITY OF HEPPNER	OR
CITY OF BURNS	OR	CITY OF SWEETHOME	OR
CITY OF COTTAGE GROVE	OR	CITY OF THE DALLES	OR
CITY OF DALLAS	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF FALLS CITY	OR	DESCHUTES PUBLIC LIBRARY	OR
CITY OF PHOENIX	OR	STAYTON FIRE DISTRICT	OR
CITY OF PRAIRIE CITY	OR	Lake County Chamber of Commerce Inc	OR
CITY OF REDMOND	OR	City of Ontario	OR
CITY OF SHERWOOD	OR	City of Corvallis Parks and Recreation	OR
City of junction city	OR	North Lincoln Fire & Rescue #1	OR
City of Florence	OR	Gresham Police Department	OR
Columbia Gorge Community	OR	City of Harrisburg	OR
City of Dayton	OR	Gladstone Public Library	OR
City of Carlton	OR	City of Portland Parks Bureau	OR
City of Pendleton		City of Astoria Parks Dept.	OR
Convention Center	OR	Seaside Fire & Rescue	OR
City of Monmouth	OR	Florence Police Department	OR
City of Philomath	OR	City Of North Bend	OR
City of Sheridan	OR	City of Union	OR
Seaside Public Library	OR	City of Nehalem	OR
City of Yoncalla	OR	City of Richland	OR
La Grande Police Department	OR	CITY OF LINCOLN CITY	OR
Cove City Hall	OR	City of Donald	OR
NW PORTLAND INDIAN HEALTH BOARD	OR	City of Milton-Freewater	OR
Portland Patrol Services	OR	CITY OF SCIO	OR
City Of Bend	OR	City of Forest Grove	OR
City Of Coquille	OR	City Govrnment	OR
City Of Molalla	OR	City of Mt. Angel	OR
ROCKWOOD WATER		Albany Police Department	OR
PEOPLE'S UTILITY DISTRICT	OR	Umatilla Electric Cooperative	OR
City of St. Helens	OR	WATER ENVIRONMENT SERVICES	OR
City of North Powder	OR	Polk County Fire District No.1	OR
City of Eugene	OR	Clatsop Care Health District-	
City of Cornelius, OR	OR	Clatsop Retirement Village	OR
Toledo Police Department	OR	Netarts-Oceanside RFPD	OR
City of Independence	OR	UIUC	OR
City of Cascade Locks	OR	Rogue River Fire District	OR
City of Columbia City	OR		
City of Baker City	OR		
McMinnville Water & Light	OR		

STATE NOTICE ADDENDUM

Aurora Rural Fire District	OR	Clackamas County Water	
Tillamook County Emergency		Environment Services	OR
Communications District	OR	Amity Fire District	OR
Southern Coos Hospital	OR	CENTRAL OREGON	
Oregon Cascades West		COMMUNITY COLLEGE	OR
Council of Governments	OR	UMPQUA COMMUNITY	
MULTONAH COUNTY		COLLEGE	OR
DRAINAGE DISTRICT #1	OR	LANE COMMUNITY COLLEGE	OR
PORT OF BANDON	OR	MT. HOOD COMMUNITY	
OR INT'L PORT OF COOS BAY	OR	COLLEGE	OR
MID-COLUMBIA CENTER FOR		LINN-BENTON COMMUNITY	
LIVING	OR	COLLEGE	OR
DESCHUTES COUNTY RFPD		SOUTHWESTERN OREGON	
NO.2	OR	COMMUNITY COLLEGE	OR
YOUNGS RIVER LEWIS AND		PORTLAND COMMUNITY	
CLARK WATER DISTRICT	OR	COLLEGE	OR
PACIFIC STATES MARINE		CHEMEKETA COMMUNITY	
FISHERIES COMMISSION	OR	COLLEGE	OR
CENTRAL OREGON		ROGUE COMMUNITY	
IRRIGATION DISTRICT	OR	COLLEGE	OR
MARION COUNTY FIRE		COLUMBIA GORGE	
DISTRCT #1	OR	COMMUNITY COLLEGE	OR
COLUMBIA RIVER PUD	OR	TILLAMOOK BAY	
SANDY FIRE DISTRICT NO. 72	OR	COMMUNITY COLLEGE	OR
BAY AREA HOSPITAL		KLAMATH COMMUNITY	
DISTRICT	OR	COLLEGE DISTRICT	OR
NEAH KAH NIE WATER		Oregon Coast Community	
DISTRICT	OR	College	OR
PORT OF UMPQUA	OR	Clatsop Community College	OR
EAST MULTNOMAH SOIL		North Portland Bible College	OR
AND WATER CONSERVANCY	OR	OREGON COMMUNITY	
Benton Soil & Water		COLLEGE ASSOCIATION	OR
Conservation District	OR	Umpqua Valley Public	
DESCHUTES PUBLIC LIBRARY		Defender	OR
SYSTEM	OR	Teacher Standards and	
CLEAN WATER SERVICES	OR	Pracitices Commission	OR
North Douglas County Fire &		Salem Keizer School District	
EMS	OR	Purchasing	OR
Crooked River Ranch Rural		Kdrv Channel 12	OR
Fire Protection District	OR	Opta Oregon Permit	
PARROTT CREEK CHILD &		Technician	OR
FAM	OR	Oregon Forest Resources	
South Lane County Fire And		Institute	OR
Rescue	OR	Office of the Ong Term Care	
Lake Chinook Fire & Rescue	OR	Ombudsman	OR

STATE NOTICE ADDENDUM

Oregon State Lottery	OR	Cor	
OREGON TOURISM COMMISSION	OR	OREGON DEPARTMENT OF HUMAN SERVICES	OR
OREGON STATE POLICE OFFICE OF THE STATE TREASURER	OR	Oregon Air National Guard Training & Employment	OR
OREGON DEPT. OF EDUCATION	OR	State of Oregon - Department of Administrative Services	OR
SEIU LOCAL 503, OPEU	OR	Aging and People with Disabilities	OR
OREGON DEPARTMENT OF FORESTRY	OR	Department of Administrative Services	OR
OREGON STATE DEPT OF CORRECTIONS	OR	Oregon State Treasury	OR
OREGON CHILD DEVELOPMENT COALITION	OR	Oregon State Fair Council	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR	Oregon DEQ	OR
OREGON OFFICE OF ENERGY	OR	Procurement Services/DAS	OR
OREGON STATE BOARD OF NURSING	OR	STATE OF OREGON	OR
BOARD OF MEDICAL EXAMINERS	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON LOTTERY	OR	Oregon State Board of Architect Examiners	OR
OREGON BOARD OF ARCHITECTS	OR	City of Astoria Fire Department	OR
SANTIAM CANYON COMMUNICATION CENTER	OR	Columbia Gorge ESD	OR
OREGON DEPT OF TRANSPORTATION	OR	Nehalem Bay Wastewater Association of Oregon	OR
OREGON TRAVEL INFORMATION COUNCIL	OR	Community Mental Health Programs	OR
OREGON DEPARTMENT OF EDUCATION	OR	VA	OR
OREGON DEPT. OF CORRECTIONS	OR	US FISH AND WILDLIFE SERVICE	OR
DEPARTMENT OF ADMINISTRATIVE SERVICES	OR	Bonneville Power Administration	OR
Oregon Board of Massage Therapists	OR	Bureau Of Land Management	OR
Oregon Tradeswomen	OR	Oregon Army National Guard	OR
Oregon Convention Center	OR	USDA Forest Service	OR
OREGON SCHL BRDS ASSOCIAT	OR	Yellowhawk Tribal Health Center	OR
Central Oregon Home Health and Hos	OR	ANGELL JOB CORPS	OR
Oregon Health Care Quality	OR	Coquille Indian Housing Authority	OR
		COLLEGE HOUSING NORTHWEST	OR

STATE NOTICE ADDENDUM

HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
The Housing Authority of the County of Umatilla	OR
homeforward	OR

ATTACHMENT A
REFERENCES

Provide 3 references of Public Agencies where products or services of similar size and scope have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

Reference 1

Public Agency Name: _____
Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of products or services provided:

Total dollar amount: _____

Reference 2

Public Agency Name: _____
Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of products or services provided:

Total dollar amount: _____

Reference 3

Public Agency Name: _____
Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of products or services provided:

Total dollar amount: _____

BOARD OF EDUCATION

Brooke Ashjian, President
Claudia Cazares, Clerk
Valerie F. Davis
Christopher De La Cerda
Lindsay Cal Johnson
Elizabeth Jonasson Rosas
Carol Mills, J.D.

ACTING SUPERINTENDENT

Robert G. Nelson

ADDENDUM No. 1
RFP No. -17-21
CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED
PRODUCTS, SERVICES AND SOLUTIONS

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for Fresno Unified School District.

Incorporate the following into your bid response.

The original link to download RFP 17-21 was incorrect. Below is the updated correct information.

Copies of the RFP documents may be downloaded @
<https://www.fresnou.org/dept/purchasing/Pages/Bid-Information.aspx> or obtained from the **District Purchasing Department**. Refer any questions to Marisa Thibodeaux at (559) 457-3584.

Purchasing Services

Paul Rosencrans, Executive Director
4498 N. Brawley Ave. Fresno, CA 93722
Ph. (559) 457-3588 Fax (559) 457-6040

ADDENDUM No. 2

RFP No. 17-21

**U.S. COMMUNITIES CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED
PRODUCTS, SERVICES AND SOLUTIONS**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for Fresno Unified School District.

Incorporate the following into your bid response.

BID OPENING HAS CHANGED TO MAY 9, 2017 PRIOR TO 2:01 P.M.

Questions and answers from RFP # 17-21

1. Please provide the current contract pricing by line item

Answer: It is Fresno Unified School Districts policy not to release prior bid information when the new bid is open.

2. What are the annual sales by the incumbent supplier within each US STATE from July 1, 2015 thru June 30, 2016? Example, if there are 50 customers in the State of Oregon how much do the 50 customer's sales total for the time frame indicated.

Answer: Sales by state are unavailable.

3. What percentage of annual sales are by agency type- example K-12, Higher Education, Local Governments, and State Governments?

Answer: Sales by agency type are unavailable.

4. Can you extend the RFP due date an extra 2 weeks?

Answer: The proposal due date has been extended to May 9th, 2017 at 2:00 pm PST.

5. On the pricing commitment section, does this pricing commitment relate to only those prices under the same terms and conditions?

Answer: The U.S. Communities Pricing Commitment pertains to any items sold through the U.S. Communities contract. Please refer to 3.3 (b), Pricing Commitment in Appendix B.

6. On the pricing commitment section, what if the manufacturers do not offer the same or lowest cost available to distributors for the US Communities contract? Distributor pricing is dependent on what costs we, distributors receive manufacturers of the products being offered through contract.

Answer: The Pricing Commitment requires that “the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that [the Supplier] offers to Public Agencies”. Please refer to 3.3 (b), Pricing Commitment in Appendix B.

7. On the pricing commitment section, how will US Communities respond if we as a contractor try to transition current business from a public agency to the US Communities contract where it results in a loss in revenue because the manufacturer(s) is unwilling to offer the contracted distributor a lower cost?

Answer: Please refer to Section 3.3 (a), (iii) and (iv) of Appendix B.

8. On the pricing commitment section, how will US Communities respond when a bid is published that does not allow pricing to be offered by the winning bidder using a GPO that does not contain the same terms of the RFP?

Answer: Please refer to Section 3.3 (b), (iv) (A-E) of Appendix B.

9. US Communities stipulates that the contractor’s sales force compensation and incentives under the UC Communities program shall be greater than or equal to the compensation and incentives earned under other contracts with public agencies. Why is this a concern? How can a contractor make such a commitment when there are no guarantee sales by end users for a new US Communities contractor?

Answer: The requirement of the U.S. Communities Sales Commitment is to lead with U.S. Communities and this language ensures no sales person is discouraged from selling using the Master Agreement due to compensation barriers.

10. Can you kindly send me your current award tabulation to include the products with pricing that was previously awarded for our review?

Answer: See answer to Question 1.

11. For the Fresno Unified School District bid, will the deliveries be sent to each school or do you have a main warehouse that will receive deliveries?

Answer: All deliveries for Fresno Unified will be sent to a central warehouse for distribution to school sites. Due to the fact that this is a nationwide bid, there may be other agencies that require purchases to be sent to multiple sites.

12. For addendum #1 the link to download the documents I still show attachment B sample pricing as the items that are going out to bid.

Answer: Please see section 6.2 of the RFP on page 29.

13. Now in the meeting you stated that these were not the complete bid items that it was just a sample sheet, where can I find the complete list unless I misunderstood and this is the complete items list.

Answer: Please see answer to Question 12.

14. Also can I have the list of attendees at the meeting

Answer: This is provided as a part of this Addendum.

15. It was noted during the pre-bid meeting that US Communities/Fresno Unified will be selecting a single vendor. Is there any opportunity for multiple awards should bidders recommend unique or innovative solutions? We recognize that not all agencies will be willing to try new technology but also believe that many may wish to have the option.

Answer: Please see the Multiple Awards section of the RFP on page 10. FUSD reserves the right to award the contract in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the School District and Participating Public Agencies as a result of this solicitation.

16. On page 20 under "Distribution – 3", how is "retail network" defined? Do you need the total square footage of all member distribution facilities? (We have 120+ members)

Answer: Please provide the number and location of each retail and distribution facility. Please provide a listing of these facilities and a map, if available.

17. On page 20 under "Distribution – 4", what exactly is meant by "support center?" Should this include each of Triple S member location where we are able to directly service an account/customer?

Answer: Please indicate the number and location of customer support (service) centers.

18. On page 27 under section 5.1, is there specific language you require to be included in the notarized statement or can/should it be as simple as "Triple S hereby attests that the information included on the submitted thumb drives is identical to and a true copy of the information provided in the hard copy (printed) submission."

Answer: The above noted language is acceptable.

19. Is it permissible to provide pricing in terms of both "discount off list" and by using a "cost plus" model or do you prefer a single format exclusively?

Answer: Please refer to Section 6, Cost Proposal Instructions on page 28 of the RFP.

BOARD OF EDUCATION

Brooke Ashjian, President
Claudia Cazares, Clerk
Valerie F. Davis
Christopher De La Cerda
Lindsay Cal Johnson
Elizabeth Jonasson Rosas
Carol Mills, J.D.

ACTING SUPERINTENDENT

Robert G. Nelson

20. In Attachment C and under the last tab for “services,” are you referring to the proposed percentage mark-up over US Communities cost or “retail cost” for the service?

Answer: Please see Section 6, Cost Proposal Instructions, (d) on page 29 of the RFP.

21. We greatly respect the response timeline set forth by US Communities/Fresno Unified School District but kindly request an extension, preferably allowing for two additional weeks to respond.

Answer: Please see answer to Question 4.

22. While I understand it’s an information portal for the USC members, does it also need to be able to process orders? If so, besides the standard payment terms, would we need to accept credit cards as a form of payment as well?

Answer: The requirement in the Supplier Qualifications and Commitments, (d) Sales Commitment, (iv) Participating Public Agency Access, describes the U.S. Communities landing page required of any awarded vendor. This page does not require the ability to process orders. Please describe your company’s order processing abilities in the Supplier Information Section, Administration.



SupplyWorks

A Home Depot Company 

**INTERLINE BRANDS INC DBA SUPPLYWORKS
A HOME DEPOT COMPANY**

TECHNICAL PROPOSAL TO

FRESNO UNIFIED SCHOOL DISTRICT

IN RESPONSE TO

RFP # 17-21

**CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS,
SERVICES & SOLUTIONS**

PROPOSAL COVER SHEET

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

This Proposal submitted by:

Name of Organization: Interline Brands, d/b/a SupplyWorks

Address: 701 San Marco Blvd

City/State/Zip: Jacksonville, FL 32207

Phone: 904-421-1400

Fax: 856-317-9802

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fresno Unified School District the items or services offered and accompanying attachments shall constitute a contract.

By signing this proposal, Vendor certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal.



Vendor Legally Authorized Signature

Eric Thompson
Print Name

Vice President, FP&A, Sales Ops and Pricing
Title

5/3/17
Date



A Home Depot Company 

*Interline Brands dba
SupplyWorks, a Home Depot U.S.A. Inc.
Proposal in Response to RFP 17-21
Cleaning Supplies, Equipment and Custodial Related
Products, Services & Solutions*

May 8, 2017

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

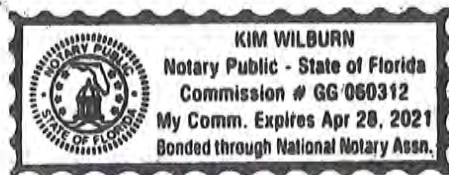
Subject: Fresno Unified School District Request for Proposal (RFP) 17-21 for Cleaning Supplies, Equipment, and Custodial Related products, Services and Solutions – Notarized Statement Regarding electronic files on thumb drives

As requested by the subject RFP, SupplyWorks has submitted the required five copies of our technical proposal offering and five copies of our Cost proposal offering on individual thumb drives. This letter is to serve as verification that the thumb drives submitted are identical to our original proposal including the same arrangements, headings, and offering.

Regards,



Eric Thompson
Interline Brands dba SupplyWorks
Vice President FP&A, Sales Ops and Pricing



Notary: Kim Wilk



A Home Depot Company 

*Interline Brands dba
SupplyWorks
Proposal in Response to RFP 17-21
Cleaning Supplies, Equipment and Custodial Related
Products, Services & Solutions*

May 8, 2017

To: Fresno Unified School District
4498 N. Brawley Ave
Fresno, CA 93722
Attention: Marisa Thibodeaux, Purchasing Department

On behalf of our 4,800 associates who make Interline Brands a premier distributor of janitorial, custodial and facility maintenance products, thank you for the opportunity to propose a solutions for your facility's needs and support of the U.S. Communities members across the nation.

Interline Brands Inc. is a large scale, national distributor of janitorial, custodial and maintenance products to all customer segments through various brands. Approaching 2 billion dollars in sales, Interline markets its products and services through our family of brands. SupplyWorks is our new Institutional brand which combines the market expertise of Amsan®, JanPak, CleanSource, Trayco and Sexauer® to become the leading broad-line national provider of integrated facility maintenance solutions with unparalleled expertise in all things relating to janitorial and custodial products.

In July 2015, Interline Brands was purchased by The Home Depot combining the national strength of our Interline Brands family of brands with the global strength, recognition and national infrastructure of The Home Depot.

The proposal enclosed will demonstrate our ability to provide a high level of customer service at the local level while effectively leveraging our global procurement resources. We believe our proposal will showcase the value that SupplyWorks can provide Fresno Unified School District and all U.S. Communities agencies nationally.

Kindly advise our team regarding any questions on this offering and any award decision.

Regards,



Eric Thompson
Interline Brands dba SupplyWorks
Vice President FP&A, Sales Ops and Pricing

EXECUTIVE SUMMARY

Interline Brands dba SupplyWorks is a leading national provider of integrated facility maintenance solutions. Our smart solutions and unparalleled expertise advance the performance, image, safety, health, and sustainability of facilities throughout the United States. As a Home Depot company our significantly increased depth and scale further help us promote a strategy of providing local, high touch customer service with an unrivaled national infrastructure.

Through our SupplyWorks division with our over 1000 sales professionals, we serve a diversified client base including state, county and local government, K-12 education, colleges/universities and non-profits. Over 200 customer care and technical support professionals can be reached at a U.S. Communities members' dedicated phone number (1.800.393.1131) or email (uscommunities@interlinebrands.com). We understand the four commitments set forth (Corporate, Pricing, Economy, and Sales); they were thoroughly reviewed and our position is further explained in detail in the proposal. As part of our commitment U.S. Communities is the only national Public cooperative that we would support under our SupplyWorks division.

The leadership team referenced in the proposal recognizes the successful foundation of this partnership will provide the maximum benefit to both participating public agencies and the supplier. We feel the team referenced signifies the importance with which we view this opportunity. We have the full support of our senior executive management team, many of them closely monitored and/or had input into this proposal.

The pricing model offered is designed to provide the Participating Public Agencies the most favorable overall available pricing that we offer to Public Agencies. Our pricing model will be managed utilizing our customized online product catalog at <https://usc.supplyworks.com/> This robust website provides 24/7 access to over 140,000 (10,000 jan-san) stocked SKUs, in addition to valuable web tools and resources. A participating Public Agency will be able to access customized U.S. Communities pricing that will show our everyday price (List Price) and clearly show their discounted U.S. Communities member price.

In our proposal we will go into further detail on numerous other areas that we feel are critical components that will demonstrate our commitment and strategy for success. Some of those components include a dedicated team of in-house specialists who can partner with Public Agencies to oversee electronic integration and management of purchasing applications with SupplyWorks, a full service inventory management program StockWise™ to improve

productivity, and reduce costs, our In-Site™ Total Cost Management Solution designed to work with your facility to enhance your operational efficiency.

By fourth quarter 2017 we will have additional benefits from being a Home Depot company including integrating a “one account” method of procuring from both the local Home Depot store and SupplyWorks. Towards the end of 2017 we will be adding thousands of new products that are available from Home Depot to our already robust online offering.

These customer focused tools and many more outlined in our proposal are why our reputation in the industry is not about the products we sell but instead about the solutions we create!

PROPOSER PROFILE

Below is a brief profile outlining the details of Interline Brands, Inc.

- SupplyWorks is a wholly owned division of Interline Brands Inc.
- Interline Brands, Inc. corporate headquarters is located at the address listed below:
701 San Marco Blvd.
Jacksonville, FL 32207
- Interline Brands, Inc. – Incorporated
2004 – State of Delaware.
- Interline Brands was founded in 1978
- Interline Brands, Inc. has approximately 4,800 employees.
- Interline Brands Federal Tax ID number is 22-2232386
- Interline Brands Inc. was purchased by The Home Depot in July 2015.

PROPOSER INFORMATION

- a. **Proposer shall provide a written narrative of its understanding and acceptance of the Supplier Qualifications Commitments in Section 1.**

SupplyWorks and Interline Brands understand that the mutual commitments outlined in Section 1 of this RFP are essential and vital to the success of a relationship of this nature. As part of our commitment, U.S. Communities is the only national Public cooperative that we would support under our SupplyWorks division.

We understand and acknowledge the four commitments set forth Corporate, Pricing, Economy, and Sales. Below we express our acceptance to these Supplier Commitments. Additionally, our acknowledgement and understanding of these four commitments are highlighted throughout our entire response.

CORPORATE COMMITMENT

The leadership team referenced in the proposal recognizes the successful foundation of this partnership will provide the maximum benefit to both participating public agencies and the supplier. We have the full support of our senior executive management team, many of them closely monitored and/or had input into this proposal signifying the importance with which we view this opportunity.

We will position this Master Agreement as the preferred offering to public agencies nationally; consistent with our current positioning of the Facilities Solutions US Communities contract. Additionally, the entire SupplyWorks sales force will be trained to understand, and reinforce, the U.S. Communities contract and will present the contract to existing and new customers.

PRICING COMMITMENT

The pricing model offered is designed to provide the Participating Public Agencies the most favorable overall available pricing to Public Agencies. Our pricing model will be managed utilizing our online product catalog at usc.supplyworks.com. This robust website provides 24/7 access to over 10,000 stocked Janitorial and Custodial Related SKUs, in addition to valuable web tools and resources. A participating Public Agency will be able to access customized U.S. Communities pricing that will show our everyday price (List Price) and clearly show their discounted U.S. Communities member price.

ECONOMY COMMITMENT

We understand the benefits of an agreement with U.S. Communities. We will continue to communicate the benefits of the Master Agreement over alternative options such as local bid and competitive solicitation options to existing and potential customers.

SALES COMMITMENT

We understand and commit to training the SupplyWorks sales force on how to present the U.S. Communities Master Agreement to agencies. The leadership team that is outlined in the proposal will work diligently to ensure all SupplyWorks sales representatives are trained on the benefits of the program, beyond just offering competitive pricing to participating agencies. An updated toolbox will be made available to our entire sales team with all documents, co-branded marketing material and additional information to effectively market the Master Agreement nationally.

Additionally, participating public agencies would have access to our already established dedicated communication links for ease of communication and access to SupplyWorks information.

- A dedicated U.S. Communities homepage with pertinent contract details. (updated upon award).
- A dedicated toll free phone number for inquiries (800-393-1131)
- A dedicated email address (uscommunities@supplyworks.com)
- A dedicated online website with access to view all items and the contracted pricing (usc.supplyworks.com)

We agree and encourage the regular review of the performance relative to the contract and our leadership team will commit to attending these reviews.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. Will pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.

YES NO

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES *NO

(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?

YES *NO

(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:

- Sales between \$0 and \$25,000,000
 Sales between \$25,000,001 and \$50,000,000
 Sales between \$50,000,001 and \$100,000,000
 Sales greater than \$100,000,001

E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?

YES NO

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?

YES NO

G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?

YES NO

H. Will your company commit to the following program implementation schedule?

YES NO

I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

YES NO

Submitted by:

Eric Thompson
(Printed Name)


(Signature)

VP FP&A, Sales Ops and Pricing
(Title)

5/3/17
(Date)

c. SUPPLIER INFORMATION

National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Qualifications and Commitments.

SupplyWorks and Interline Brands understand that the mutual commitments outlined in Section 1 of this RFP are essential and vital to the success of a relationship of this nature. As part of our commitment, U.S. Communities is the only national Public cooperative that we would support under our SupplyWorks division.

We understand the four commitments set forth Corporate, Pricing, Economy, and Sales. Below we express our acceptance to these Supplier Commitments. Additionally, our acknowledgement and understanding of these four commitments are highlighted throughout our entire response.

CORPORATE COMMITMENT

The leadership team referenced in the proposal recognizes the successful foundation of this partnership will provide the maximum benefit to both participating public agencies and the supplier. We have the full support of our senior executive management team, many of them closely monitored and/or had input into this proposal signifying the importance with which we view this opportunity.

We will position this Master Agreement as the preferred offering to public agencies nationally. Additionally, the entire SupplyWorks sales force will be trained to understand the U.S. Communities contract and will present the contract to existing and new customers.

PRICING COMMITMENT

The pricing model offered is designed to provide the Participating Public Agencies the most favorable overall available pricing to Public Agencies. Our pricing model will be managed utilizing our online product catalog at usc.supplyworks.com. This robust website provides 24/7 access to over 10,000 stocked Janitorial and Custodial Related SKUs, in addition to valuable web tools and resources. A participating Public Agency will be able to access customized U.S. Communities pricing that will show our everyday price (List Price) and clearly show their discounted U.S. Communities member price.

ECONOMY COMMITMENT

We understand the benefits of an agreement with U.S. Communities. We will continue to communicate the benefits of the Master Agreement over alternative options such as local bid and competitive solicitation options to existing and potential customers.

SALES COMMITMENT

We understand and commit to training the SupplyWorks sales force on how to present the U.S. Communities Master Agreement to agencies. The leadership team that is outlined in the proposal will work diligently to ensure all SupplyWorks sales representatives are trained on the benefits of the program, beyond just offering competitive pricing to participating agencies. An updated toolbox will be made available to our entire sales team with all documents, co-branded marketing material and additional information to effectively market the Master Agreement nationally.

The average tenure of our more than 1,000 sales professionals across the US is 14 years. They receive monthly trainings in all areas covered in the scope of this agreement in addition to regular product knowledge training. Our Sales professionals are very experienced working through cooperative agreements and well versed on how pricing is managed and reporting needs and responsibilities. This represents a significant portion of our sales and therefore critical to be successful over long periods of time. They provide the plan and implement the training programs, perform site audits, and program recommendations that result. They coordinate with their sales managers to ensure program compliance with the Master Agreement.

Additionally, participating public agencies would have access to our already established dedicated communication links for ease of communication and access to SupplyWorks information.

- A dedicated U.S. Communities homepage with pertinent contract details. (to be updated upon award.
- A dedicated toll free phone number for inquiries (800-393-1131)
- A dedicated email address (uscommunities@supplyworks.com)
- A dedicated online website with access to view all items and the contracted pricing (usc.supplyworks.com)

We agree and encourage the regular review of the performance relative to the contract and our leadership team will commit to attending these reviews.

Company

2. Provide the total number and location of sales persons employed by your company in the United States.

STATE	QTY OF IBI SALES REPS	STATE	QTY OF IBI SALES REPS	STATE	QTY OF IBI SALES REPS
AK	1	MA	19	OH	23
AL	14	MD	10	OK	19
AR	1	ME	2	OR	13
AZ	16	MI	18	PA	20
CA	119	MN	15	PR	5
CO	35	MO	12	RI	3
CT	5	MS	2	SC	36
FL	259	MT	3	TN	17
GA	32	NC	27	TX	105
HI	1	ND	1	UT	8
IA	27	NE	15	VA	21
IL	59	NH	7	VT	1
IN	8	NJ	35	WA	44
KS	5	NM	1	WI	6
KY	4	NV	7	WV	10
LA	11	NY	39	WY	1
TOTAL # OF SALES REPRESENTATIVES NATIONALLY 1,142					

3. Please provide a narrative on how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

As a company we have a tenured team that has successfully managed Government Cooperatives that are national in scope; including current US Communities contracts. For that reason we have developed training systems that allow us to execute well in this environment. The average tenure of sales professionals is 14 years. All levels of sales management have performance reviews and bonus opportunities based on requirements that include Government Cooperative goals. This ensures all levels of sales management from senior level to local Regional Sales Managers are fully committed to the successful development and implementation of the contract with the local sales professionals.

Our government team is actively involved working in the field with our sales professionals. All leads and opportunities we generate through are marketing efforts and from U.S. Communities flow through our government team and are assigned to the local RSM who in turn assigns that lead to local sales professional. We have implemented a customized CRM program to track the performance of the sales team ensuring continuous follow up with potential leads. Through constant education of the sales force they recognize the value of the U.S Communities proposition for them and understand how it helps them achieve sales goals that sales leaders set for them. Certain sales professionals have specialties outside of government sales, yet a vast majority of our sales force is actively involved in current national Government Coop sales. New business time commitments of sales professionals engaged in Government Coop sales range from 25% to 100% with an average of about 68%.

4. Please provide the company's annual sales for 2014, 2015, and 2016 in the United States. Sales reporting should be segmented into the following categories.

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2014, 2015, 2016			
Segment	2014	2015	2016
Cities	\$32,561,000	\$32,623,000	\$32,966,000
Counties	\$43,415,000	\$43,497,000	\$43,955,000
K-12 (Public & Private)	\$43,415,000	\$43,497,000	\$43,955,000
Higher Education (Public & Private)	\$21,707,000	\$21,749,000	\$21,977,000
States	\$54,269,000	\$54,372,000	\$54,944,000
Other Public Sector & Nonprofits	\$21,707,000	\$21,749,000	\$21,977,000
Federal	\$1,584,000	\$1,288,000	\$998,000
Private Sector	\$1,464,068,000	\$1,645,880,000	\$1,735,686,000
Total Supplier Sales	\$1,682,726,000	\$1,864,655,000	\$1,956,458,000

5. For the proposed products and services included in the scope of your response, provide annual sales for 2014, 2015, and 2016 in the United States. Sales reporting should be segmented into the following categories.

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2014, 2015, 2016			
Segment	2014	2015	2016
Cities	\$32,561,000	\$32,623,000	\$23,733,000
Counties	\$43,415,000	\$43,497,000	\$31,644,000
K-12 (Public & Private)	\$43,415,000	\$43,497,000	\$31,644,000
Higher Education (Public & Private)	\$21,707,000	\$21,749,000	\$15,822,000
States	\$54,269,000	\$54,372,000	\$39,555,000
Other Public Sector & Nonprofits	\$21,707,000	\$21,749,000	\$15,822,000
Federal	\$529,000	\$487,000	\$430,000
Private Sector	\$486,017,000	\$520,565,000	\$609,423,000

Total Supplier Sales	\$703,620,000	\$738,539,000	\$768,073,000
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6. Provide a list of your company’s ten largest public agencies including contact information.

	Customer	Contact Information
1	Portland Public Schools, OR	Frank Leavitt
2	Philadelphia Housing Authority, PA	David Walsh
3	SSD Minneapolis, MN	Vivian Blini
4	City of Houston, TX	Calvin Wells
5	Saint Lucie Schools, FL	Carolyn Rarreick
6	Camden City Schools, NJ	Regina Robinson
7	DFW International, TX	Ron Duncan
8	Fresno Unified School District, CA	Paul Rosencrans
9	City of Denver – Int’l Airport, CO	John Utterback
10	Harford County Schools, MD	Jennifer Horner

Distribution

1. Describe how your company proposes to distribute the products nationwide.

Interline Brands is one of the Nation’s largest distributors of janitorial, sanitation, housekeeping and MRO supplies. We own all of our distribution facilities, and trucks. We deploy and train all our Interline drivers and they are considered a vital component of our customer service. By having our own drivers and fleet of vehicles, Interline typically provides delivery, on stocked items, throughout the continental US within 24-48 hours upon receipt of orders. This allows us to maintain a high standard of customer satisfaction with respect to services. Depending upon the distribution location and where the customers are located, we would utilize UPS or LTL for agencies outside of our normal delivery area or for remote customer locations. We cover 98% of the United States population with next day delivery. We have a 98% fill rate on stocked items nationally. Please refer to question 4 below for additional details outlining the details of our distribution centers.

2. Identify all other companies that will be involved in processing, handling or shipping the product to the end user.

In addition to our fleet of over 500 branded vehicles we use third party LTL carriers for remote areas and occasional larger orders or drop shipments. In addition we utilize third party small package services such as UPS or FedEx for smaller orders or remote areas.

3. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.

Currently we have 100 distribution centers throughout the United States. Below is a detailed listing of all of our Interline Brands Distribution facilities and warehouses along with the square footage of each building.

CITY	STATE	SQ. FT.	CITY	STATE	SQ. FT.
Birmingham (SW)	AL	47,300	Aberdeen	NC	105,000
Huntsville (SW)	AL	45,382	Charlotte	NC	45,600
Phoenix	AZ	90,000	Rural Hall (SW)	NC	57,000
Bakersfield	CA	37,600	Omaha	NE	101,584
Commerce	CA	87,896	Bridgeport	NJ	61,500
Fresno	CA	6,144	Carlstadt	NJ	8,000
Sacramento	CA	7,464	Las Vegas	NV	50,400
Sacramento	CA	96,658	Las Vegas	NV	8,591
San Bernardino	CA	314,990	Long Island (Brentwood)	NY	53,000
San Diego	CA	12,895	Cincinnati (Blue Ash)	OH	33,711
San Jose	CA	103,140	Cleveland	OH	89,628
Ontario	CAN	41,790	Columbus	OH	67,364
Denver (Aurora)	CO	220,000	Oklahoma City	OK	20,000
Denver South	CO	5,042	Tulsa	OK	36,000
Greeley	CO	66,000	Eugene	OR	11,700
Pueblo	CO	43,720	Eugene	OR	3,000
Fort Myers (Pyramid)	FL	32,038	Portland (Gresham)	OR	44,854
Jacksonville	FL	299,000	Levittown	PA	384,000
Jacksonville	FL	58,052	Levittown	PA	24,000
Jacksonville (SW)	FL	84,244	Pittsburgh (Beaver Falls)	PA	55,000
Orlando	FL	28,102	Puerto Rico	PR	35,297
Orlando	FL	14,558	Columbia (SW)	SC	50,400
Orlando (SW)	FL	28,000	Florence	SC	41,840
Pompano	FL	130,000	Greenville (SW)	SC	84,000
Pompano Beach	FL	29,761	Port Arthur (SW)	SC	28,615
Tampa	FL	13,453	Summerville (Charleston)	SC	22,825
West Palm Beach	FL	13,190	Bristol (SW)	TN	57,600
Atlanta	GA	216,636	Nashville	TN	98,700
Atlanta (SW)	GA	29,260	Nashville-NDC	TN	317,085
Rossville (Chattanooga) (SW)	GA	45,799	Dallas (Grand Prairie)	TX	133,245
Davenport	IA	19,200	Dallas Fort Worth (SW)	TX	200,288

Chicago (Lombard)	IL	178,567	El Paso	TX	42,837
Herrin	IL	31,716	Houston	TX	97,600
Peoria	IL	69,957	Houston	TX	9,000
Rockford	IL	5,975	Houston (SW)	TX	82,320
Indianapolis (Fishers)	IN	44,840	Lufkin	TX	30,000
Indianapolis (Fishers)	IN	16,000	Paris	TX	56,226
Shawnee (Kansas City)	KS	85,638	San Antonio	TX	19,200
Louisville	KY	125,370	San Antonio	TX	12,548
New Orleans	LA	60,000	San Antonio	TX	12,800
Auburn (6th year)	MA	209,935	Draper	UT	13,189
Malden	MA	20,000	Richmond	VA	149,040
Laurel	MD	32,007	Port Angeles	WA	19,702
Detroit	MI	187,235	Seattle	WA	19,158
Detroit	MI	51,200	Seattle (Tukwila)	WA	63,770
Detroit	MI	20,265	Spokane	WA	25,400
Minneapolis (St. Paul)	MN	93,937	Yakima	WA	34,300
St. Louis (Hazelwood)	MO	16,259	Bluefield (SW)	WV	100,000
Great Falls	MT	4,500	Huntington	WV	6,672
Missoula	MT	1,800	Huntington (SW)	WV	32,279

4. Provide the number and location of support centers (if applicable).

Interline Brands has a network of customer service centers serving our tens of thousands of customers nationwide. The centers are nationwide and linked so our customers can always speak to a live professional. In addition, these centers are linked on a common system with all account details available to customer service representatives at all times. We also have a dedicated set of customer service representatives that have been deeply trained on U.S. Communities. We have a dedicated toll free number that will link customers to these representatives who will be trained on the Master agreement such that can provide a differential service.

Please see the below chart regarding our support centers nationwide.

NUMBER OF CUSTOMER SERVICE REPS	CITY	STATE
40	Tulsa	Oklahoma
13	Dallas	Texas
21	Pompano	Florida
40	Jacksonville	Florida
7	Mt. Laurel	New Jersey
26	San Jose	California

5. If applicable describe your company’s ability to do business with manufacturer/dealer/distribution organizations that are either MWBE businesses as defined by the Small Business Administration.

Interline Brands has an aggressive plan across all the product/service business categories in this RFP to increase partnerships with all small business categories including HUB Zone Small Businesses (HZSB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Veteran-Owned Small Businesses (VOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), and other small businesses.

Outlined below are the principal types of supplies and/or services we plan to sub-contract to our WMBE partners in the coming year.

Business Category or Size

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Product Manufacturers	X	X	X	X	X	X	X
Consulting Services	X	X	X				
Transportation/Logistics Services	X	X	X	X	X		
Promotional Products Providers	X	X				X	X
Janitorial Services	X	X	X	X	X	X	
Event Planning Services	X	X					X
Office Products, Including Paper & Toner	X	X	X	X			X

IBI, Inc.’s goal of \$80 MM in diversity spend for 2017 was derived by calculating an approximate 1.5% increase in spending over our 2016 subcontracting goals. In addition, in 2017 as we become more aligned with The Home Depot we will partner with their robust supplier diversity program in which over 9000 companies are registered as suppliers, service providers, potential suppliers, or potential service providers.

Marketing

1. Outline your company’s sales and marketing plan for the Products and Services to eligible agencies.

SupplyWorks understands that Marketing is integral to the success of the program. Monthly calls with our marketing team ensure we keep our microsite content fresh, exciting and relevant to our Public Agency customer base. Our goal is to participate in a minimum of 10 monthly U.S. Communities marketing (Solution) campaigns. Our marketing team works directly with U.S. Communities to provide on time delivery of appropriate content for that month's campaign. For each Solutions Campaign we provide U.S. Communities with a link to a landing page and/or a content tab that has information of that month's topic.

We would continue to work with marketing to submit additional content such as a Tips on, How-to sections, white papers, case study or video to U.S. Communities and our micro-site. We would continue to offer educational articles for U.S. Communities to share with their sponsors and or other media outlets.

Scheduling quarterly marketing calls help all parties understand what is transpiring in the marketplace and it helps us generate ideas for promos, communications, etc. to be proactive with our customer base. Last year we participated in more than 30 Strategic Sourcing Summits with plans to expand our attendance at these events. Upon award we will expand our customized website and make sure it is compliant and easy to use for all Public Agencies. All contract details will be easily accessible on the website.

For those public agencies that opt in, we will send customized Email blasts monthly. With innovation and new products becoming available under the janitorial offering, we will offer quarterly branded mini catalogs specifically for U.S. Communities customers along with monthly specials.

Additionally we are partnering with our Home Depot Pro division to attend a minimum of 5 major Public Agency targeted tradeshow annually where we can showcase our Janitorial and custodial product offering along with our MRO offering.

2. Explain how your company will educate its national sales force about the Master Agreement.

The SupplyWorks national sales force would receive specific training (Launch Kits) outlining the details of the new U.S Communities Master Agreement, its members and specific target accounts. This training will be continually refined based upon our long-standing contractual relationships under the US Communities umbrella. Senior Management that has been assigned to the U.S. Communities program will be regularly involved with training of the sales force and will always be available to answer questions relating to the contract offering, contract details, program details, etc. Additionally, we

will coordinate on a regional basis with the U.S. Communities Program Managers on providing localized training and expertise, so that our sales force can effectively recruit new agencies for the U.S. Communities program.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.

SupplyWorks has extensive expertise in the development and launch of National Cooperative purchasing programs under US Communities. We will specifically meet with our senior management assigned to the U.S. Communities program to develop a custom launch kit for US Communities members. We will schedule regional Meetings with the front line managers to train and equip our sales force to be effective in marketing and promoting products to State and local government agencies nationwide. Our senior management team assigned to the U.S. Communities program will be heavily involved with the ongoing development and growth of the Master Agreement to Public Agencies Nationwide.

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist, along with the amount of time devoted to implementation.

Interline Brands has an experienced team that will be involved with the implementation and ongoing support and success of the contract. Below is a listing of all key personnel that will be involved with the contract from the initial implementation and throughout the term of the contract. All members of the team have the authority to make the necessary investments and decisions necessary to move forward. Most of the below team also has experience with implementing a nationwide contract as most of this team was instrumental with the successful implementation of the U.S. Communities contract 12-22 and U.S. Communities contract 16154.

National Staffing for US Communities			
Name	Title	% of Time	Comments
Jim Core	Vice President SupplyWorks	5%	Work on the field launch plan development. Work with PM and sales managers on top account strategies. Jim will be the executive lead at SupplyWorks driving the development and growth of the contract and program nationally.



Scott Matthews	Director of National Accounts	50%	Work in cooperation with John Pettinelli to ensure contract compliance by our sales force and will work collaboratively with our sales management team to target and implement the program for new accounts.
John Pettinelli	National Sales Manager - Government Cooperatives	100%	Lead program manager for the program. He will lead and coordinate with all functional teams on: Contract execution, schedule of communications and trainings via WebEx and field meetings. He will be responsible for driving sales growth of the program on a consistent basis while also working continuously with merchandising, marketing and E-commerce on product mix, collateral materials and web content to ensure the contract adds value to Public Agencies. He will maintain all vendor relationships as they relate to the government cooperatives as well as being the prime IBI contact for U.S. Communities.
Becky Newell	Strategic Account Manager - Government Cooperatives	100%	Work in cooperation with John Pettinelli on all aspects of the contract including continuous work with all functional Interline Brands teams. Additionally Becky will be responsible for managing the backend operations of the contract including pricing integrity, product maintenance, etc., training new hires on the contract. Becky will work collaboratively with the sales force and Senior Management to target agencies and implement the program successfully for new and existing agencies.
Jay Polekoff	Vice President of Applications	20% for launch of program only	Jay is responsible for Information Technology development activity and support of multiple areas of Interline's enterprise business operational systems. He will also help ensure the setup of the pricing discount structure for the catalogs.

Peter Kiernan	IT Development Manager – e-commerce portal integrations	75% for launch of program only.	As project lead for Interlines e-commerce integrations team, Peter organizes cross-functional teams to deliver end-to-end procurement solutions for our customers. Peter will be the project lead that will be responsible for the U.S. Communities punch out integration through Equal Level.
Jeff French	Sr. Director of Customer Service	10%	Coordinate with John and Becky on the CSR launch of the program. Train all CSRs who will be assigned to the program on the Master Agreement.
Michael Hughes	Program Manager	100%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies
Cameron Mickey	Program Manager	80%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies
Rochelle Komlosi	Program Manager	80%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies
George Brogan	Program Manager	80%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies
Sherri Gagne	Program Manager	20%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies. (Delaware only)
Josh Blessing	Strategic Account - Sales Support	100%	Work in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts. Josh will assist Becky and John to ensure contract compliance on all products, pricing, etc... Josh will help coordinate all events and Trade shows to ensure a SupplyWorks presence and participation.

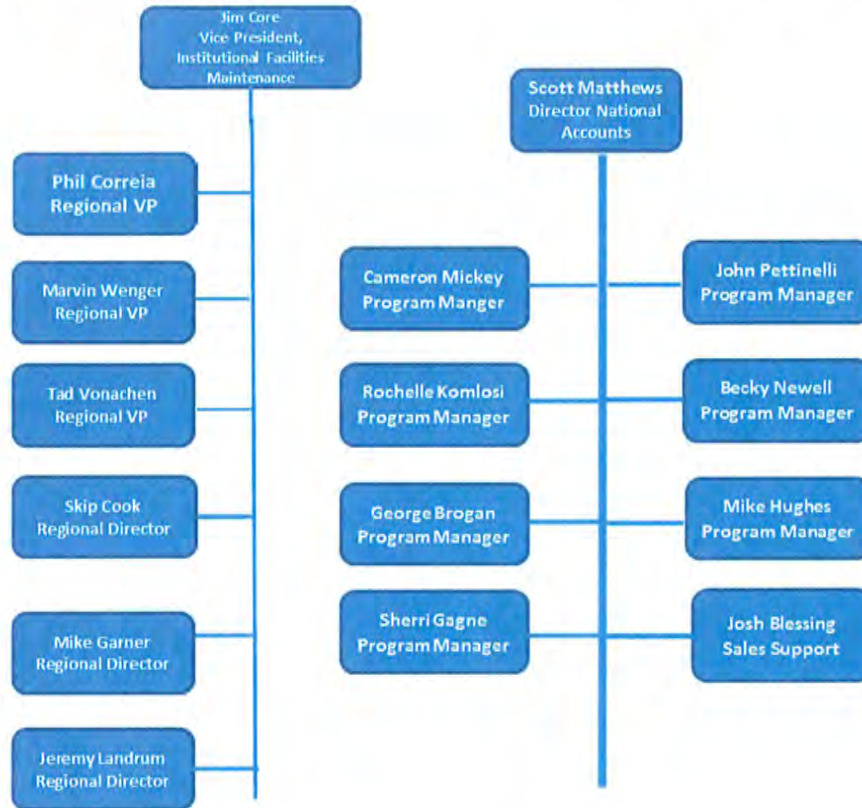
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract including each of the roles described below.

Please see the below table outlining the personnel that will be assigned to the key tasks throughout the term of the contract.

Role	Description of Role	Person Responsible	Time Commitment
Executive Sponsor	Responsible for the corporate Commitment. Works with Supplier Manager	Scott Matthews	50%
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with the Program Managers and the Supplier Manager	John Pettinelli	100%
Lead Referral Manager	Responsible for distributing leads generated through the USC website	Michael Hughes	100%
Marketing Lead	Responsible for all marketing efforts. Works with USC Marketing Regularly.	Peter Routsis	5%
IT Lead	Responsible for building USC Landing page for supplier	Peter Kiernan	5%
Reporting Lead	Responsible for providing monthly reports to USC	Becky Newell	100%

3. Provide an organization chart of your company.

Below is a basic organizational chart outlining the key leadership for SupplyWorks and the key leadership for the SupplyWorks U.S. Communities program.



4. Submit a bio or resume for each of the below personnel.
 - a. The person your company proposes to serve as the National Accounts Manager.
 - b. Each person that will be dedicated full time to U.S. Communities Account Management.
 - c. Key executive personnel that will be supporting the program.

Please see the below resumes for the key personnel that will be assigned to manage the program throughout the term of the contract.

NAME	POSITION
Scott Matthews	Director Outside Sales Home Depot

EDUCATION/TRAINING	
Washburn University, Topeka, KA	Business Management

PROFESSIONAL SUMMARY
Scott is responsible for managing national accounts and e-commerce while overseeing business-to-business relationships. During his 27 years at The Home Depot, he has served in a

variety of roles and capacities, including Regional Pro Sales Manager, District Manager and Store Manager. Scott will oversee the entire government sales team outlined below and will be a key contact for Fresno Unified School District and U.S. Communities.

NAME	POSITION
John Pettinelli	National Sales Manager – Government Cooperatives

EDUCATION/TRAINING	
Boston College	Marketing & General Management

PROFESSIONAL SUMMARY

As leader of the Government Cooperative initiative for SupplyWorks John has responsibility for managing overall pricing and profitability, and driving sales growth on a consistent basis. In addition he works closely with merchandising, marketing and E-commerce on product mix, collateral materials and web content. John maintains all vendor relationships as they relate to the Government Cooperative initiative. Working with his team, John built a selling platform that allows the entire sales organization of over 1000 sales professionals to deliver growth that far exceeds the industry standards by understanding and utilizing a government cooperative. He has aligned the field sales team around a value added, solutions based sales methodology that delivers impactful, measurable sales success leading to record sales growth while helping customers save time and money.

POSITIONS OF EMPLOYMENT

1984- 2008	Owner, Eagle Maintenance Supply
2008 - 2012	Strategic Account Manager, AmSan
2012- Present	National Sales Manager – Gov’t Cooperatives, SupplyWorks

NAME	POSITION
Becky Newell	Strategic Account Manager – Government Cooperatives

EDUCATION/TRAINING	
Houghton College	Business Management, Accounting & Economics

PROFESSIONAL SUMMARY

Becky focuses on the day to day management of U.S. Communities contract #12-22 for IBI and the SupplyWorks division with particular focus on managing backend operations of the program. This includes pricing integrity, product maintenance, marketing materials and web



content and accuracy. Becky also spends a great deal of time in the field working with sales professionals and end-users delivering a value added, solutions based sales methodology that reduces costs for products, services and administrative costs associated with competitive bids for government agencies, educational institutions and nonprofits. Becky interacts daily with the U.S. Communities Program Managers nationwide and with over 14 years of experience, is able to provide a great deal of support to the SupplyWorks sales reps nationwide.

POSITIONS OF EMPLOYMENT

2002- 2008	Accounts Receivable & Billing Manager, Eagle Maintenance Supply
2008 - 2012	Strategic Account Representative, SupplyWorks(formerly AmSan)
2012- Present	Strategic Account Manager –Government Cooperatives, SupplyWorks

REGIONAL MANAGERS - U.S. COMMUNITIES PROGRAM

NAME	POSITION
Cameron Mickey	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING

Citrus Community College	Business Management
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PROFESSIONAL SUMMARY

Cameron is a National Pro Manager of Strategic Accounts for the Home Depot. Cameron is responsible for managing implementation of relationships and strategies for government customers. Cameron works directly with the sales force to consistently grow the U.S. Communities program for both The Home Depot and SupplyWorks. He is the single point for many of our key government customers. With Cameron’s vast knowledge of the industry, he is able to successfully implement customized programs that that can save Public Agencies’ time and money.

POSITIONS OF EMPLOYMENT

1993 – 2002	Store Manager – The Home Depot
2002 – 2005	Divisional Sales Merchant – The Home Depot
2005 – 2009	Director of New Stores – The Home Depot
2009 – 2012	Field Projects Manager – The Home Depot
2012 – 2013	Director of New Stores – The Home Depot
2013 - Present	National Pro Manager of Strategic Accounts – The Home Depot

NAME	POSITION
George Brogan	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING	
Penn State University/Kings College	Associates in Business

PROFESSIONAL SUMMARY

George is a National Pro Manager of Strategic Accounts for the Home Depot. George is responsible for managing implementation of relationships and strategies for government customers for both The Home Depot and SupplyWorks. He builds strong relationships with Government entities and nonprofit agencies in his territory. He works alongside the local sales force to effectively service customers with solutions that fit their needs and to train the sales force on the benefits of the U.S. Communities Programs. George’s extensive experience in the industry helps provide exceptional customer service and knowledge.

POSITIONS OF EMPLOYMENT

1998 – 2000	Store Associate – The Home Depot
2000 – 2000	Department Supervisor – The Home Depot
2000 – 2002	Assistant Store Manager – The Home Depot
2002 – 2014	Pro Account Representative – The Home Depot
2014 – Present	National Pro Manager of Strategic Accounts

NAME	POSITION
Rochelle Komlosi	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING	
Baldwin Wallace College	Communications – 1993-1995

PROFESSIONAL SUMMARY

Rochelle is a National Pro Manager of Strategic Accounts for the Home Depot. Rochelle is responsible for managing implementation of relationships and strategies for government customers for both The Home Depot and SupplyWorks. She builds strong relationships with Government entities and nonprofit agencies in her territory. She works alongside the local sales force to effectively service customers with solutions that fit their needs and to train the sales force on the benefits of the U.S. Communities Programs. Rochelle is a great resource for customers and our sales force on all things related to government purchasing and procurement.



POSITIONS OF EMPLOYMENT

2007 - 2014	Pro Account Representative
2014- Present	National Pro Manager of Strategic Accounts

NAME	POSITION
Michael Hughes	Program Manager

EDUCATION/TRAINING

Rutgers University	Business Management
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PROFESSIONAL SUMMARY

Michael works in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts for the U.S. Communities Contract 12-22 through Interline Brands. Michael works directly with the sales force and other program managers to consistently grow the program and implement the contract to new and existing public agencies nationwide. Mike assists the sales reps on how to utilize the selling tools and generates long lasting relationships with customers nationwide. Michael is a great resource for training on our online ordering and web capabilities. In addition, Michael provides outstanding support as it relates to our product offering and details around our existing contract.

POSITIONS OF EMPLOYMENT

2011 - 2013	Fleet Coordinator, Automotive Resources, Int.
2013 - 2015	Strategic Account Representative, SupplyWorks(formerly AmSan)
2015- Present	Program Manager, SupplyWorks

NAME	POSITION
Joshua Blessing	Strategic Account Support Specialist

EDUCATION/TRAINING

Camden County College	Computer Science
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PROFESSIONAL SUMMARY

Josh works in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts. Josh will assist Becky and John to ensure contract compliance on all products, pricing, etc. Josh helps to coordinate all events and Trade shows to ensure a SupplyWorks presence and participation. Josh is a great resource for our SupplyWorks sales force to contact for any support relating to the contract including creating new accounts, web logins to shop online, answering questions relating to the contract and general support on products. Josh

communicates with the U.S. Communities Program Managers and the SupplyWorks regional managers to ensure consistent growth in all areas.

POSITIONS OF EMPLOYMENT

2006 - 2016	IT Support Center Analyst, Interline Brands
2016 - Present	Strategic Account Support Specialist, SupplyWorks

Products, Services and Solutions

1. Provide a description of the Products, Services, and Solutions to be provided by the major product category set forth in Introduction and Background Overview, Section 4, General Definition of Products and Services of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offering so that Participating Public Agencies may order a range of products as appropriate for their needs.

SupplyWorks, a Home Depot company, is the leading national provider of integrated facility maintenance solutions. Our smart solutions and unparalleled expertise advance the performance, image, safety, health, and sustainability of facilities throughout the United States.

SupplyWorks provides a wide array of brand names from recognized industry leaders you know and trust like Diversey, Gojo, 3M, Rubbermaid, Kimberly Clark, Georgia Pacific, Advance Machine, Karcher/Windsor and many, many others.

With more than 140,000 (10,000 Janitorial and Custodial products) well recognized name brand quality products available online and ready to order we supply a full spectrum of facility maintenance products, ranging from:

- Commercial Grade Cleaning Chemicals
- Commercial Grade Cleaning Tools
- Commercial Grade Cleaning Equipment
- Commercial Grade Trash Can Liners
- Roll Towels, Folded Towels, Facial and Sanitary Tissue
- Safety and PPE Supplies
- Entrance Way, Safety and Fatigue Matting

In addition to our wide array of national brands, our exclusive brands provide exceptional value on the industry's leading products with best-in-class manufacturer

partnerships that deliver high-quality exclusive brand product lines that are designed to stretch your budget, reduce your labor costs, enhance the health, safety and sustainability of your facility, and improve your bottom line.

We've worked with manufacturers and incorporated customer feedback into our product designs to create products that meet your demands for durability, dependability, and value. We offer more than 1,000 exclusive brand items—or more than 1,000 ways for you to reduce your product supply expenditures. Exclusive brands in partnership with The Home Depot include Renown®, HDX®, Appeal® and Rigid®.

2. State your normal delivery time (in days) and any options for expediting delivery.

SupplyWorks normal delivery time for 98% of the U.S. population is next day for stocked items. We will deliver to most U.S. location within 3 days with our IBI fleet of vehicles. For remote delivery locations, we will use the most efficient 3rd party service provider to meet the customer requirements. If a customer needs expedited delivery our sales staff and customer service team can offer expedited delivery as needed via several different avenues. Our staff understands that products may be needed in an emergency and we will work with our customers on the best approach to get the products to customers.

3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if an item is backordered.

SupplyWorks has a flexible backorder policy and it can be managed to fit the customers' needs. We can fill or kill backorders based on the agency requirements. We also offer a ship complete feature that holds order until all line items are available to ship at one time. Our local sales force can work closely with the agency contacts to determine the best process for handling backorders on orders, substitute products, etc., and we can set up the customer account accordingly.

4. State restocking fees and procedures for returning products.

SupplyWorks will accept returns on all stocked items within 90 days of invoice date. The product must be in sellable condition and original packaging. In some cases restocking charges may apply for non-stocked items and are generally specific to the manufacturer of the product.

To return products contact customer service or your sales representative. In order to expedite the process it is recommended but not required to have the sales order or invoice, item number and quantity to be returned. Our Customer service reps have the

ability to look up this information and assist the customer. The customer will be given a return authorization and the items can be picked up on the next available delivery date. A credit memo will then be issues to the customer once the product is returned to the warehouse.

5. Specify guaranteed fill rate by product category specified in Section 4, General Definition of Products and/or Services.

SupplyWorks stocks over 130,000 SKUs in our various distribution centers across the United States. Of these SKUs, over 10,000 SKUs are janitorial or custodial products. We stock items manufactured by key manufacturers in the industry along with our exclusive brands of products known as Renown and Appeal. We are consistently bringing new items into stock in our warehouses as manufacturers introduce new items to the market.

Our warehouses are equipped to stock commonly purchased SKUs to ensure high and consistent fill rates for our customers' orders. Our local sales force will work collaboratively with agencies to determine the product mix that will be ordered regularly and will then coordinate weekly/monthly demands of those items to ensure product is on hand for a specific customer when needed. We have the resources to allocate and hold product for a specific customer based upon those pre-determined demands.

SupplyWorks is known for delivering a high level of customer service with industry leading fill rates for our customers nationally.

6. Describe any special programs that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

With several innovate tools at our fingertips and knowledgeable associates; our staff is able to work closely with agencies to implement customized solutions to help Public Agencies streamline order processes. Our sales professionals will be proactive with presenting customized options and introducing programs to help and assist customers with their daily tasks. All of these options can be bundled together, or can be used independently, as a way to access products and improve procurement strategies.

Some of our key programs include:

- Our SupplyWorks InSite for Education Platform - to help manage training of staff members to make buildings cleaner and healthier
- Our SupplyWorks StockWise program - to help manage and maintain inventory at locations.

SUPPLYWORKS IN-SITE FOR ED PLATFORM

SupplyWorks will provide qualifying U.S. Communities Participating Agencies access to **SupplyWorks In-Site for ED**. In-Site for ED is a proprietary cost-management solution designed to enhance the health and safety of school buildings and reduce total operating cost. In-Site for Ed has a proven track record of making facilities more efficient, healthier and greener.

Results through this platform are achieved thru a six step process:

- 1) Site Assessment
- 2) Benchmark & Analysis
- 3) Plan Implementation
- 4) Staff Training
- 5) Cleaning Performance Index Tool
- 6) Building & Staff Certification

Below are the key components of the InSite for Education Platform that can be implemented for participating Agencies. Additional details of this program are outlined in questions # 8-10 below.

- **In-Site Assessment Tool**



The primary purpose of the data-base driven In-Site Assessment Tool is to improve operation effectiveness. Accessing In-Site's cloud based application thru the platform website, Supplyworks professionals benchmark and score the key elements that make a cleaning program successful as both client and SupplyWorks rep respond to the information it provides.

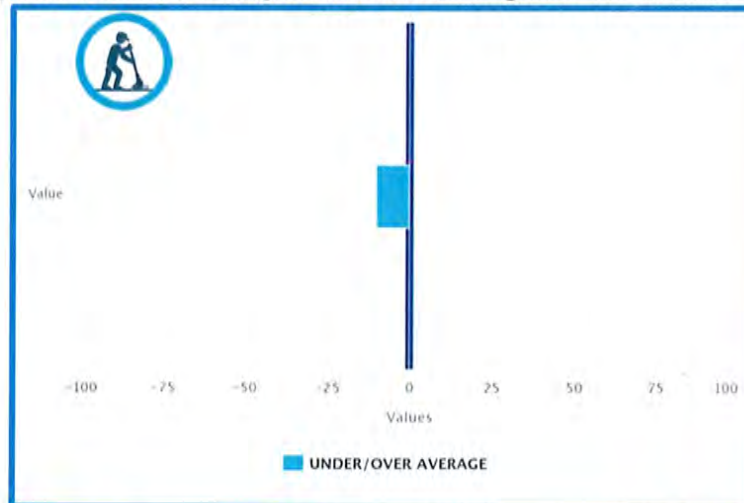
- **Benchmark & Analysis**

Our thorough site-assessments uncover actionable data we use address our client's needs. Our In-Site expert will use this information to develop a detailed analysis for our client to consider.



- **In-Site Ed K-12 Labor Analysis App**

Establishes building and district workload averages per custodian FTE based on square feet and enrollment and compares to national average. The app also provides important detail on how equitable labor is being distributed throughout the district.



- **Plan Development and Implementation**



- **Staff Development & Training**

We provide professional staff training on proper cleaning procedures and materials used throughout the facility. Cleaning process training is conducted to improve staff productivity and safety of all facility occupants. Training programs are available in the classroom through online videos and testing or customized on-site hands on training.

- **Cleaning Performance Index Tool**

The Cleaning Performance Index (CPI) tool provides clients an opportunity to design their own custom cleaning performance audit that is Internet based. The easy-to-use CPI tool gives you a choice of room types, as well as the ability to rename the individual spaces and select from a list of callouts. The audit provides the inspector a means to record the level of performance.



It also provides the inspector the opportunity to add notes and point-and-click picture taking. The audits roll up into graphic reports that track results in each building and by building group.

The Cleaning Performance Index Tool creates summary reports that clients can export and analyze in MS Excel. Clients can review and print their results based on the location and timeline of their choosing.

- **Staff & Building Certification**

Together, information is acted upon, leading to SupplyWorks In-Site certification (gold, platinum, and diamond) for buildings. Individual certificates can be provided to staff member who complete training courses.



STOCKWISE INVENTORY SOLUTIONS

SupplyWorks offers a variety of inventory management solutions through the StockWise™ Program. Our StockWise Inventory Solutions provide customers with customized solutions that allow for a better managed inventory, improved productivity and reduction in overall costs. These solutions can be implemented for Participating Public Agencies at many different levels depending on the needs of customers. We can offer something as simple as bin labels to help organize custodial closets or more advanced inventory tools involving scanning and software to help track and monitor inventory. These options are explained and detailed below in question # 11.

7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure the latest products, standards, and technology for Cleaning Supplies, Equipment, and Custodial Related Products Services and Solutions.

Interline Brands has a new product committee that is continually looking for the newest and most compelling technologies that will bring value to our customers. We have added 30,000 SKUs in the last two years. We meet regularly with our field sales force to understand the challenges customers' face, products they've discovered, and solutions they've developed. This information is reviewed by committee and best practices are rapidly communicated across the organization.

New, existing and potential new vendors attend our Annual Partners Conference every August in Orlando. This conference is attended by nearly 1/3 of our sales force and their

feedback is critical in deciding which new products we carry. Every January we have two national roll-out meetings where this is repeated. Additionally many of our sales leaders join the merchants at large annual trade shows such as the Hardware Show, the ISSA Show and the Safety Show where they learn about new products and innovations that can potentially be added to our product offering.

Perhaps an even great impact is from The Home Depot as we begin to add thousands of SKU's from their offering and key manufacturer partners into our facilities.

- 8. Describe your firm's ability to provide on-line training for those using the products you sell, such as training around Restroom Care, Equipment Care, Economical Use of Chemicals, Safety Procedures in the Use of Equipment and Chemicals, etc.. Please list the topics you are able to offer.**

Our SupplyWorks InSite for Education program that was highlighted above offers a comprehensive curriculum including web based training modules backed by major manufacturers in the industry to promote professional staff development for staff members. We understand the importance of consistent training for all staff-members and the SupplyWorks InSite program helps ensure that all staff members are being trained to follow the same procedures and measures.

The SupplyWorks InSite program offers over 70 bilingual training modules, as well as a testing component that provides the administrator a record that training was provided and understood.

Topics included in the online training courses include but are not limited to:

Bloodborne Pathogen	Haz Com
Cleaning Disinfection	Restroom Cleaning
Daily Office Cleaning	Tile & Grout Cleaning
Equipment	Trashing
Floor Care	Vacuuming Procedures

And many more!

In addition to our online training videos available through the InSite for Education program, our experienced sales reps and manufacturer partners can provide on-site training focusing on proper cleaning procedures and materials that are used throughout the facility. This training will improve overall staff productivity and help provide a safe and clean environment for staff members and students/visitors. These training sessions can be customized to fit the needs of the staff can be performed at individual locations or larger district wide events.

The dedicated SupplyWorks Sales Representative can work with participating public agencies to help design and implement a program that will be most effective for the type of agency and staff size.

9. Describe your firm’s ability to provide real-time reporting to track the training of individuals enrolled in any training programs offered.

Our SupplyWorks Insite program offers tools to help implement consistent cleaning procedures. As noted above, training can be completed through online videos or hands on training classes and events. Training videos are followed by a quiz that helps ensure the user not only watched the video, but that they understood the video. Once a staff member has completed a training course a designated administrator will receive an email notification that the user passed the course. In addition, our InSite website hosts a dashboard that will list all users and the quizzes that have been taken and passed by each user.



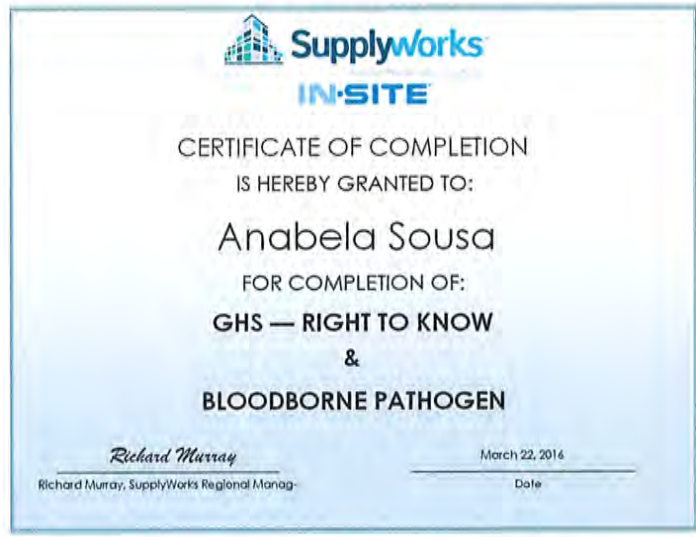
Quiz Users

The following is a list of users for this campus / district. Click on the user's name to view their progress. When a user completes a quiz, you will be emailed at jsheffer@amsan.com. [Update email address »](#)

[Add New User](#) [View All Users](#) [Printable Quiz Results](#)

NAME	USERNAME	QUIZZES PASSED
adams, mark	maradams	0

In addition to the online test tracking, our SupplyWorks team can provide certificates for users acknowledging that users were present and attending training events.



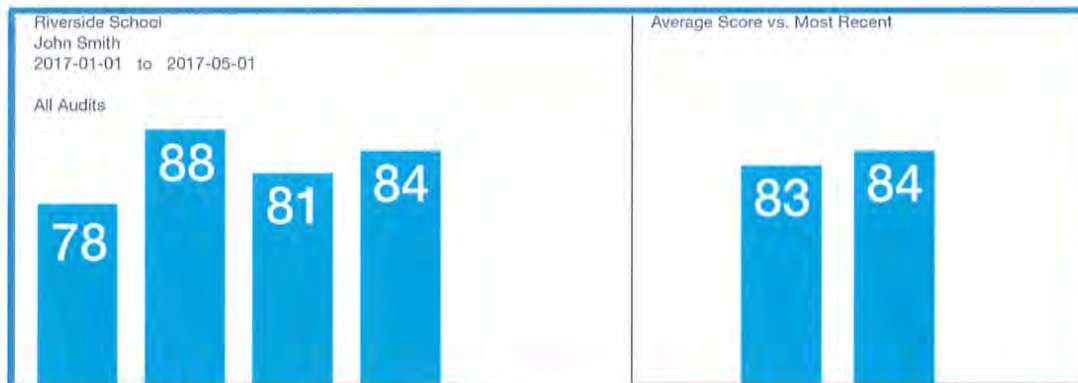
10. Does your firm have an online, customizable building cleaning tracking and reporting capability? If yes, please describe this tool.

SupplyWorks recently launched a new cleaning audit tool that can be used to track the cleanliness of a building. The Cleaning Performance Index (CPI) tool provides clients an opportunity to design their own custom cleaning performance audit that is Internet based. The easy-to-use CPI tool gives you a choice of room types, as well as the ability to rename the individual spaces and select from a list of callouts to determine which areas need improvement.

The audit provides the inspector a means to record the level of performance. It also provides the inspector the opportunity to add notes and point-and-click picture taking. The audits roll up into graphic reports that track results in each building and by building group.

Entryways					
Items for Review	Excellent	Acceptable	Improvable	Poor	Fail
Door Glass	4	3	2	1	0
Walk-Off Mats and Thresholds	4	3	2	1	0
Corners & Edges	4	3	2	1	0
Thresholds	4	3	2	1	0
Trash Cans	4	3	2	1	0

This Cleaning Performance Index tool includes summary reports that can be generated and reviewed to help analyze and monitor results based upon location or timeline.



Having quick and easy access to these reports, allow administrators to review and determine which areas need improvement and potentially implement additional training for staff members, helping establish continuous improvement and safe environments.

11. Does your firm offer an inventory management solution? If so, please provide a detailed description of the solution and the implementation process for a public agency. Please detail the cost of such a solution.

Interline Brands offers a variety of inventory management solutions through the StockWise™ Program which provides customers customized solutions that allow for a better managed inventory, improved productivity and reduction in overall costs. These programs can be customized and tailored to fit the specific needs and goals of an



agency. Our SupplyWorks Account Executives and StockWise™ Managers would be available to help agencies select and implement the best solution. Below is an overview of the various solutions available.

Shop Management Program (SMP) - The SMP is a StockWise™ Solution that fits any size stock room. The solution focuses on organization of the inventory and can be facilitated through a customized racking order to full scale, project-based layout and installation. The SMP solution includes racking, bins, bin labels and custom catalog. Racking and bin options are determined by customer and could include color coding by product category. Consignment of product is also an option within the SMP. Management of the inventory in a Shop Management Program can be done in a variety of ways to include:

- Customer managed- After IBI sets up the shop, the customer manages their inventory utilizing a variety of tools ranging from manual to the IBI Mobile App or Supplyware.
- IBI managed- Sales Representative assists in the inventory process. Customer and Sales Rep agree upon frequency and responsibilities.
- Supplyware- Customer manages inventory through the Supplyware software program.

Vendor Managed Inventory (VMI) – The VMI option is a StockWise™ Solution that provides an onsite employee dedicated to a customer’s inventory needs. IBI can implement a complete inventory management program from installing infrastructure to staffing. Consignment of inventory and product sourcing may be components of the VMI Program. Spend requirements and/or service fees may be required for the VMI.

Consignment/Pre-positioned Inventory (PPI) – Consignment is an option within both the Shop Management and Vendor Managed Inventory programs. Consignment can also be offered outside of these programs for “bigger ticket”, frequently purchased items. The Consignment program allows you to increase your inventory on hand and not be invoiced until time of use and reorder.

Supplyware – Supplyware is a software program which allows the customer to control inventory in real time and automate ordering, cycle counts and replenishments. Supplyware utilizes barcode scanning technology at time of use resulting in tighter control of inventory and reduction of shrink. Supplyware can accompany a StockWise™ program or act as a stand-alone software solution.

In addition to these inventory management solutions outlined above, our sales professionals are known for creating and implementing solutions for streamline



ordering, receiving of products and inventory management. Our sales professionals can work closely with public agencies to determine strategies to improve and streamline their daily processes. With our robust online ordering site and support of over 4,000 employees, our sales professionals can work within our departments to offer customized solutions that can benefit an agency.

One example of a simple but effective solution that our staff can implement is our Bin Label feature. Through our online ordering site, SupplyWorks offers a quick and easy tool to keep bins and shelves more organized, track inventory levels and ensure that products are always on hand when needed.

Customers can select items from our thousands of available products and print labels to use on shelves and bins. These labels can be printed on various sizes of Avery labels depending on the shelf size being used in a facility.

Bin Label Printer

Keep your products more organized in bins, shelves, and bins with adhesive labels you can print from your desk. Our "Bin Labels" feature allows you to print labels in your choice of three standard sizes, all of which are readily available at your local store.

Upload more items to your Bin Label Printer (click on the associated to the desired items) on search results, product detail pages, source/order history, and other options. You can also add items from a "Wishlist" directly to your Bin Label Printer by selecting the desired items and clicking the at the top of your list.

Please Note: The 2" x 2-5/8" label is not available for the print of 2016. If you have any questions or suggestions, please contact the person in Charge.

Choose a Label Size

 1" x 3"	 2" x 2-5/8"	 2" x 4"
Avery Template 5436	Avery Template 6572	Avery Template 5163

Choose Options

Edit Colors Include Barcodes

These labels will contain item number, product images, barcodes for easy ordering through our Mobile App, and even min and max levels for easy inventory management.



Our sales professionals can assist the agency with organizing the stock room and implementing these labels for a cleaner and more organized stock room.

12. Describe any equipment leasing programs or financing options for equipment purchases offered by your company.

Government at all levels including State, County and Local face unprecedented demand for equipment at a time when revenue short falls and budget cutbacks are the norm rather than the expectation. SupplyWorks has extensive experience when dealing with Government agencies that are seeking Municipal Financing program options for their equipment needs.

We currently work with two different Leasing Companies that offer a Municipal Financing programs, giving our Participating Agencies a competitive advantage when seeking finance rates.

It's common in the Leasing Industry to "Sell the Payment" which often leads to payments based off a higher List Price but with SupplyWorks we have negotiated with vendors to quote payments based off of our already discounted, lower U.S. Communities pricing. This results in significantly lower monthly payments. Other features of our SupplyWorks Municipal Leasing Program include the following benefits to Participating Agencies:

- Ability to obtain new labor-saving equipment and pay for it as it is being used.
- Bridge the gap between the equipment needed now and budget money currently available.
- Leases are not considered debt and are not subject to limitations placed on debt.
- Municipal lease financing does not require voter approval or time consuming bond election.
- Own equipment for \$1 at the end of the lease.



- Includes a “Non-Appropriations” clause that allows termination of the lease without penalty. Leases represent a year-to-year commitment on the part of a municipality to make lease payments. If for some reason the funds are not approved for a new budget cycle, you have no obligation.

SupplyWorks will make available two competitive links for Participating Agencies to receive up to the date current Municipal Rate quotes. Your local SupplyWorks sales professional can assist you in obtaining these quotes for you to compare.

(Example Only. Rates are not current)

www.all-linesleasing.com/Credit/QuickQuote/amsanjanpakclean
www.atlanticbusinesscredit.com

Administration

1. Describe your company’s normal order processing procedure from point of customer contact through delivery and billing. Additionally please provide the following:
 - a. In what formats to you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

ORDER PROCESSING

To support our customers, Interline operates support centers throughout the U.S with over 130 experienced customer care representatives that are trained on all product categories and product offerings. This virtual call center model provides advanced routing, staffing, and reporting. Currently, this platform will be upgraded to expand the centers’ capabilities to include online chat, instant messaging, and to provide a platform for additional automated customer support services (i.e., IVR and screen pops).

Orders are accepted in a variety of formats: customer service placing orders via our order entry system, special orders, fax, email, website ecommerce, EDI, and punchout cXML web services. Each method of entry utilizes one common set of set of validation rules contained in our ordering and inventory management platform. This ensures that inventory availability and customer specific pricing are consistent regardless of how the order is placed by the customer.

Inventory Control

Product Managers are responsible for the lifecycle of the product including bringing innovative products to our customers. We utilize a best-of-breed replenishment software solution to manage customer demand by location to ensure high fill rates are met. Interline utilizes state-of-the-art supply chain management software for inventory visibility coming into and moving across our network. Through the use of our product

managers we are able to manage fill rates and ensure product is on hand for customers when product is needed.

Delivery

Interline delivers packages to our customers using our private fleet, parcel, and LTL services. Our fleet of local delivery trucks is outfitted with proof of delivery devices with the ability to track a package from shipping to delivery. We track various delivery milestones that are communicated back to our warehouse management system. This allows us to report delivery status to the customer as needed through our customer service team. We track when packages are placed on a truck for shipment and when packages are delivered. We obtain an electronic customer signature as well as identify any discrepancies in the number of packages delivered versus shipped. This processing also tracks returns. Customers are able to view a proof of delivery on our ecommerce website and on a punch-out.

2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Our customer service staff is able to accept payment via p-card over the phone for all orders that are placed on account. In addition, our e-commerce sites are completely integrated to our pricing and delivery platforms which allows us to accept orders on account, using major credit card payment methods (multiple cards), and p-card (procurement card) payment methods.

3. Describe your company's ecommerce capabilities.

- a. **Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.)**
- b. **Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.**

Interline Brands offers state-of-the-art e-commerce capabilities to our end-users. We understand that e-commerce tools are not one size fits all, so we have created a technology program that allows us to partner and grow with our customers as we develop and implement technology programs to fit their needs. We can quickly provide a solution because we have architected our web platform to be scalable and flexible to manage the procurement process customers' unique requirements. We accept and process customer orders via a variety of online methods, including:



- Website and mobile app (UPC scanning is supported via mobile app)
- ePro integrations: punch-out and hosted catalogs
- EDI integrations

ONLINE ORDERING – WEB & MOBILE APP

Upon authenticating, the user can view products, contract pricing, and available quantities to ship. Users can search by product keywords, part or manufacturer numbers. Our website uses a state-of-the-art search engine that is configured for the janitorial, plumbing, and maintenance and repair industry. Features such as spelling correction, thesaurus, “did you mean,” and most popular search phrases are embedded into the search engine to make finding an item easy. Users can also narrow their search results by product attributes (example: color, dimensions, type), manufacturer, “green” and other options displayed on the left navigation pane.

Favorite lists are fully supported for our users to have quick and easy access to frequently ordered products. There are several options available when establishing favorites lists including creating a user-specific favorite list, creating a favorite list to be shared across users, and creating a favorite list shared access users and updated by multiple users. Users can also create a dynamic favorites list, which is built automatically based on recent purchases. This feature can also be used to generate a current “usage report” of spending. Your account representative or customer service can assist with the bulk uploading of favorite lists to all user accounts.

While shopping, users can compare up to four items. This allows the user to quickly compare items based on a narrowed item selection process. Buyers can also narrow their search results by selecting the “Show Items Ordered Previously” option. This feature will display products that have been ordered by the account, which makes it easier to find a frequently purchased product.

Sample search results page with various product filters and sorting capabilities and real time product availability:

COMMERCIAL BATHROOM FAUCETS

Flow Rate: 1.5 gpm x | Flow Rate: 1.2 gpm x | Handle Type: Dual Handle x | All Types x

Refine Your Results: Items per page: 24 | Show Items Ordered Previously | Sort By: Top Sellers

Multiple Product Attributes

- Price
- Brand
- Color
- Color Family
- Flow Rate
 - 1.2 gpm
 - 1.5 gpm
 - 0.8 gpm (1)
 - 2 gpm (2)
 - 2.2 gpm (42)
- Handle Type
 - Dual Handle
 - Single Handle (1)
- Tamper Resistant

Narrow results by previous history, top sellers, etc.

Compare specs across products

Real time product availability

In addition to our state of the art search capabilities....our online ordering site offers many different workflow options that allow us to customize online ordering functionality by individual user within an account to manage order approval processes. Each user can be set up with different levels of functionality as outlined below to create a customized workflow and ordering process for an agency.

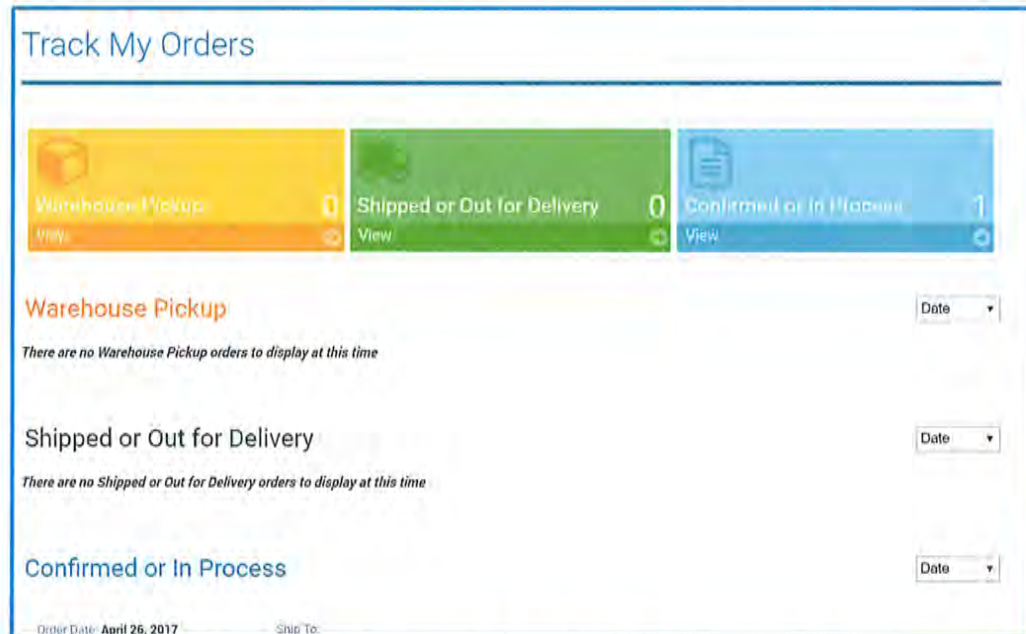
User Roles

- Basic**
Create cart and submit quotes for approval
Cannot checkout with order.
- Buyer**
Can create cart and check out. Can also submit quotes for approval.
- Approver**
Can approve quotes and checkout to create the order.
- Administrator**
Manages security, budgeting, and web users for assigned accounts.

Users have access to many other tools and features to enhance productivity beyond ordering products and shopping on our online site. Users have access to view and print quotes, order history, invoice history, proof of deliveries, and the ability to generate



customized reporting options available. Users can even track an orders from order placement to delivery of the order by viewing their Track My Orders Dashboard online.



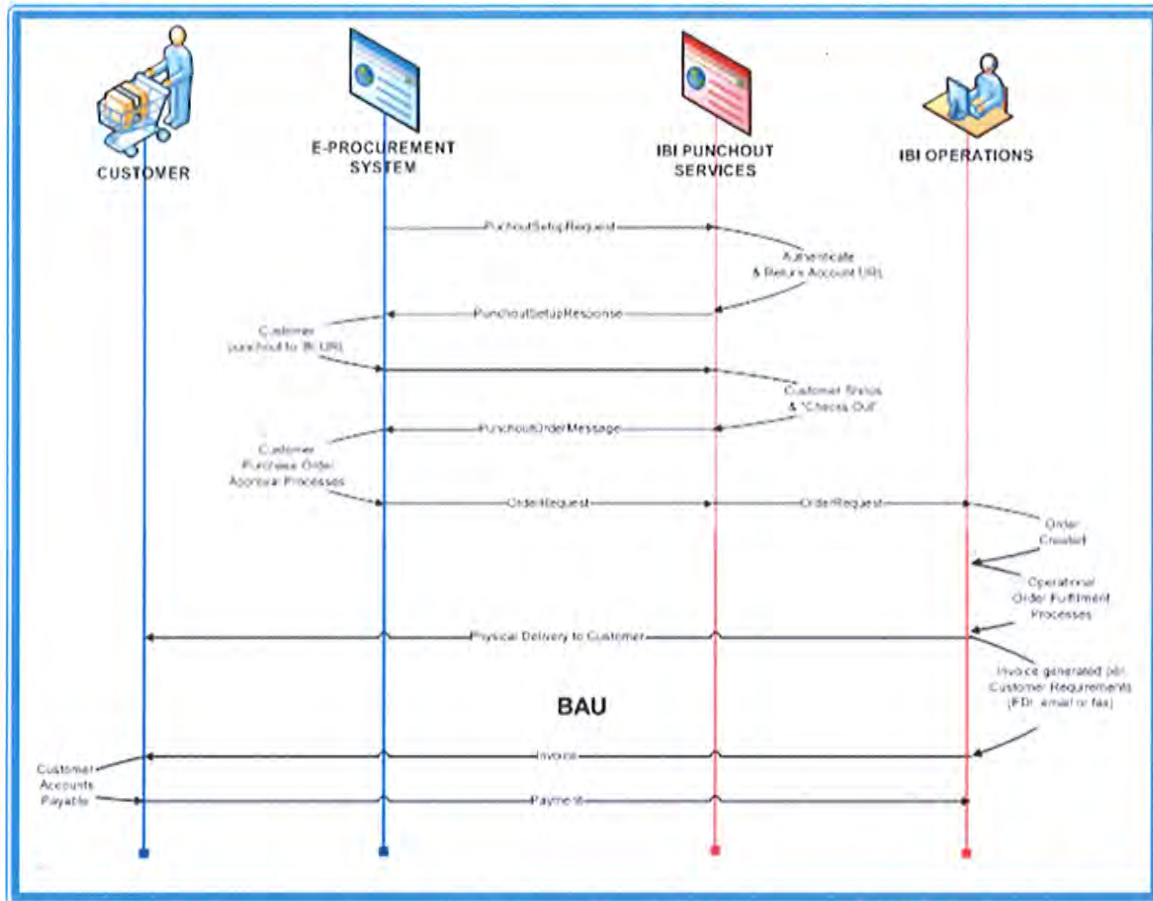
Purchase history reports, green reporting, budgeting reports by category and customer GL code are all available online. These reports can be generated by a specific date range and exported into excel by any web-user.

For users who would like to purchase from their own procurement platform but integrate into our ordering platform, we offer a variety of integration methods.

PUNCHOUT INTEGRATIONS

We support both the hosted catalog solution and punchout integration solutions. The diagram depicted herein shows the roundtrip punchout capabilities. IBI has dedicated staff to onboard partners for single and double punchouts (i.e., round trip). Interline Technology follows the published cXML standard, version 1.2.014 and supports the following punchout processes:

- PunchOutSetupRequest ('Create' Function Only)
- PunchOutSetupResponse (IBI URL Provided for Shopping)
- PunchOutOrderMessage (IBI Shopping Cart Returned for PO Approval)
- OrderRequest (Order Submission to IBI)



We are integrated with 30+ platforms and took \$150MM+ in orders via these channels in 2015. We have integrated with a variety of platforms and portals including DSSI, SCIQuest, SAP, Oracle, Yardi Ariba, Nexus, ePlus, Equal Level and many others.

In addition to the round trip punchout offering, we also have the ability to accept specific cXML calls for real-time pricing and inventory availability. We also offer cXML invoicing.

ELECTRONIC DATA INTERCHANGE (EDI)

Interline offers a variety of methods for integration, including full support of EDI transaction sets. If a hosted catalog is implemented, we accept orders vial EDI. We support the following transaction sets:

- 850 (order)
- 855 (order acknowledgement)
- 856 (advance shipping notice)
- 810 (invoice)
- All accompanying 997 EDI functional acknowledgement transaction sets

- We often implement punchouts with an EDI 810 invoice transmission

Interline Technology supports ANSI EDI, cXML, email, and web based protocols. Interline Technology utilizes SPS Commerce for our EDI mapping and onboarding; however, this is managed through an Interline Technology project leader.

4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.

SupplyWorks currently holds two multi-state cooperative purchasing programs through U.S. Communities. One is the current contract with Fresno Unified School District for **Contract #12-22 for Cleaning Supplies, Equipment and Custodial Related Equipment, Service and Solutions**. We were also recently awarded a contract with Maricopa County for **Contract 16154 - Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services**. Our Supplier Manager through U.S. Communities is Scott Wilson.

IBI does not support any other multi-state cooperative purchasing programs.

5. Describe your company's ability to provide customized reports (ie commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Interline Brands offers many different types of reporting to help our customers manage their purchases and procurement processes. Through our online site, customers have access to various reports that can be accessed by any user with web credentials to obtain more information on purchase history at any time.

- **Usage Reports** – The Usage report will provide you with detailed information regarding items that have been purchased by an account during a selected date range. This report can be downloaded to excel for easy filtering and sorting. The report includes several levels of detail including ship to information, item number, description, qty, unit price, extended price, total spend, invoice number, invoice date, order date, order number and product category.
- **Green Reports** – this report is similar to the Usage report outlined above but additionally it shows qualifying green products as a % of total purchases or show your total spend on Green products. This report breaks down the green details into the various categories, Green Seal Certified, EcoLogo, Recycled Content, etc.....



- **My Top Products** – This report is a quick snap shot view of products most frequently purchased by your location in the last 12 months. Customers often use this report to build Favorites Lists, Custom Catalogs or build a cart.

In addition to the three reports listed above that can be accessed by our customers, our staff at IBI can provide a customized report to Public Agencies as needed to meet any of their reporting needs.

Environmental

1. **Provide a brief description of any company environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.**

Sustainability at Interline Brands and The Home Depot is prevalent in many different formats across all aspects of our business including the products we sell, our daily operations, and our supply chain. We have a longstanding commitment to holding ourselves, our suppliers, and our business partners accountable for sustainable business practices – from our environmental impact, to our sourcing to our involvement within the communities in which we do business.

Our merchants work with our suppliers to develop and review products that save our customers money, create healthier living and reduce environmental impacts. Our Eco Options classification is one of the ways we identify products that have less of an environmental impact than standard products. In 2015, our sales of environmental preferred products exceeded \$8 billion. Our energy savings products reduced U.S. carbon emissions by 3.4 million metric tons from our sales in 2015.

We seek the same sustainability innovation enhancements in our daily operation and supply chain. In 2015, we had an absolute reduction of 315 million kilowatts used in our daily operations compared to 2013. This significant reduction was the result of years of design and equipment improvement. In 2015, we reduced our Scope 2 carbon emissions by 135,673 metric tons compared to 2013. Through the leadership in our facility operations, we set new energy reduction goals for 2020 and announced our commitment for renewable energy goals.

Our supply chain transformation has provided a healthy reduction of fossil fuel carbon emissions from combustible engines. These savings were recognized by the EPA through their 2013-2014 and 2015 SmartWay Excellence award.

Whether through the products we sell that help our customers save money and promote sustainable building solutions, or through the way we continue to reduce our environmental impact we strive to do what is right. And as an industry leader we believe the right thing should not be a mere goal but instead a guiding principle for every aspect of our business.

- 2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.**

For a product to be classified and labeled Eco-option product, the supplier has to present a detailed third-party report illustrating the environmental attributes of the product that provides it has less of impact on the environment than others. These can be multi-criteria labels, which compare products with others in the same category on a number of impacts throughout their lifecycle, or single issue labels which refer to a specific environmental or social characteristic of a product, such as sustainable forestry. These labels are most useful in conveying 3rd-party verified information on sustainability in a simple way and provide transparency which enables consumers to make informed choices.

Promoting sustainable consumption to public agencies is realized through website filters, keyword searches and the display of third-party logos as they verified information on sustainability in a simple way and provide transparency, which enables consumers to make informed choices. Our website uses a state-of-the-art search engine that public agencies can utilize narrow their search results by "green" displayed on the left navigation pane. Our Green Products Reporting Web tool allows public agencies to see what percentage of their spend is classified as a green purchases.

For more on Green Products visit our "Easy Being Green" link at:

www.supplyworks.com/Info/EasyBeingGreen

- 3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:**
- a) Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)**
 - b) Consortium for Energy Efficiency (lamps)**
 - c) Cradle to Cradle (e.g., building materials, construction adhesives, paint)**
 - d) Design Lights Consortium (e.g., LED lighting equipment)**
 - e) ENERGY STAR (e.g., appliances, HVAC and lighting equipment)**



- f) Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
- g) Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
- h) NEMA Premium Efficiency (e.g., motors, ballasts)
- i) Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
- j) Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
- k) UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
- l) UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
- m) USDA Biobased (lubricants, building materials, etc.)
- n) US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
- o) WaterSense (water efficient fixtures, toilets, etc.)

At SupplyWorks we understand that sustainable products and practices lead to sustainable business. We strive to be a leader in offering sustainable solutions and innovative products for our customers.

We carry products that have ratings in all of the above categories.

We have submitted a listing of products that hold a green certification in our attached Cost Proposal. In addition, Participating Public Agencies can see which products hold a green certification when they shop on our online site. If a product holds a certification from one of the above agencies, the item would be labeled as a green product on our online site.

- 4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.**

We do not have any buy back or take back options for items purchased through this contract at this time. We do have an internal national program with Stericycle, a leading certified national waste management company to properly collect and recycle hazmat products described above.

We are continuously working with our manufacturing partners to create and bring new products and packaging to market that is sustainable, reduces or allows for reuse.



Examples include super concentrated chemicals that eliminate costly shipping of water, biodegradable can liners and compostable food service products that help eliminate the need for Styrofoam. Many of our institutional paper products are now being packaged in recyclable plastic film which reduces packaging 75% and allows more paper to be added to each roll.

5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

As of September 6, 2016 we have 5452 SKU's that have a third party certification on our website. This accounts for approximately 5% of our total offering. Of our Top 800 active SKU's (sales volume) the percentage of third party environmental certifications is just over 25%.

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

Interline Brands Federal Tax ID number is 22-2232386.

2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Income statements and balance sheet extracts from our FY 2016 annual report are included in Tab 6. The entirety of the report, and other financial reports, are available at:

<http://ir.homedepot.com>



Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

“At Interline Brands we use our problem-solving expertise and smart solutions to advance the performance of your facility.”

We are proactive problem solvers, leveraging our national scale and local support, supply chain expertise and eCommerce capabilities to advance the performance of your facilities.

Our experienced team of over **1,000 field sales consultants** guides you through product selection, facilities assessment, product standardization, and customized training.

Our **robust online offering** at www.supplyworks.com provides 24/7 access to over 140,000 (10,000 SKUs) Facility Maintenance Products.

Our dedicated team of in-house specialists can partner with you to oversee electronic integration and management of your purchasing applications. **StockWise™ powered by IBI Inventory Management Solutions** allow you to better manage your inventory, improve productivity, and reduce costs.

Whether it's Government, Education, Healthcare or Non Profit, our **IBI In-Site™ program** is designed to work with your facility to enhance your operational efficiency by developing customized solutions including benchmarking, best practice training and detailed written procedures to deliver improves employee and customer satisfaction and overall facilities appearance.

These customer focused tools are why our reputation in the industry is not about the products we sell but instead about the solutions we create!

STATEMENT OF QUALIFICATIONS

a. Organizational and Staff Experience – Proposers must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

As a company we have a tenured team who has successfully managed complex, multi layered relationships with national scope. For that reason we have developed systems that allow us to execute well in this environment. We have included the resumes of our sales leadership team that will be leading this program. Several have extensive experience working successfully with direct government and cooperative purchasing alliances as well as government contracting entities. Both John Pettinelli and Becky Newell who are leading this effort have extensive experience in government cooperative sales.

The Government Coop team experience includes:

- Direct program management with a national cooperative
- Sales management and negotiations.
- Successful negotiation and implementation of cooperatives
- Program development and training for entire sales teams.
- Successful implementing and execution of launch plans.
- Success integrating and strengthening our government cooperatives by merging many of our value- added programs into the offering, including our In-Site™, StockWise™ and e-commerce programs.
- Unparalleled success delivering record sales growth within our current national cooperative program.

In review of our qualifications we can look at our functional teams.

Sales Representatives: The average tenure of our more than 1,000 sales professionals across the US is 14 years. They receive monthly trainings in all areas covered in the scope of this agreement in addition to regular product knowledge training. Our Sales professionals are very experienced working through cooperative agreements and well versed on how pricing is managed and reporting needs and responsibilities. This represents a significant portion of our sales and therefore critical to be successful over long periods of time. They provide the plan and implement the training programs, perform site audits, and program recommendations that result. They coordinate with their sales managers to ensure program compliance with the Master Agreement.

Below is a listing of Sales Pro training webinars that our sales force has participated in year to date:

Additionally, our sales force attends regular training classes on how to effectively sell programs to customers through our **Sales Force Excellence (SFE)** program. This program affords all IBI sales representatives professional advancement in selling skills beyond product selling alone. This is excellent training when program selling and lends itself well to Government Coop sales.

The primary focus of SFE is to align the field and office based sales teams around a value added, solutions based sales methodology designed to become the standard sales process used throughout the organization. In addition, a coaching model has been implemented with leadership to ensure the entire organization continuously improves. This commitment to coaching enables leaders to engage their teams in a continuous, consistent manner and to build their team's skillsets in ways that make them more valuable to themselves, customers, and the organization.

In addition to Solution Selling, the following are small sample of the Professional Development Courses offered:

Coaching for Performance (2 days): Designed for Sales Managers, this program helps them train their sales professionals to gain a competitive advantage using an effective, structured coaching approach that taps their salespeople's potential and leads to improved performance and fulfillment.

Objection Resolution (90 minutes): A four stage process to help a sales professional continue an effective business engagement when encountering objections.

Questioning (90 minutes): An interactive instructor led workshop to help sales professionals ask probing questions to gain relevance by facilitating a conversational flow that clarifies the customer needs or problems.

Presentation Skills (2 hours): A course provided to help the participant learn to design, develop, and deliver impactful presentations.

Effective Email (60 minutes)

Customer Service: Our CSRs are trained to provide exception sales service across the core planks of our customer service culture.

- Exceeding Expectations Everyday
- Building Customer Delight/Loyalty
- Being Easy to Do Business With
- First Call Resolution
- Ownership of Issue

They are trained on proper call management for customer satisfaction. They receive product training and are fully trained on our system which enables them with all critical information to execute for customer effectively. They have remote headsets that allow them to communicate with the customer if required to be mobile to solve the issue or engage another associate. They are linked to our transportation system so they have real time access to our transportation team which allows them to relay real time information on when where their delivery is that minute.

Below are some key informational customer service operational facts:

2015 Key Operational Facts:	
Customer Contacts (Total)	1,888,886
o Inbound Calls	
o Fax	
o Emails	
Calls Handled:	1,308,573
Fax & Email Contacts:	580,313
Orders Entered	1,277,811
Potential Booked Revenue	\$565,455,000

Program Management - Program Management of this contract will be headed up by Scott Matthews and John Pettinelli; with support from Becky Newell (resumes included).

Responsibilities include coordinating the updating of the system and web development with our IT team (the framework is already developed and fully functional with our existing U.S. Communities contract). Becky Newell will work with the CSR support staff to upload and manage the pricing and discount structure in the ERP system.

Scott and John will be the leads to ensure we meet the program timeline objectives and be the Key contact for US Communities national team. They will coordinate the connection of the regional teams of both organizations and be the spokesperson as we roll it out to the sales teams. They will coordinate with Jeff French to ensure the team is versed in the master agreement when we launch. They will coordinate all business reviews regarding the Master Agreement.

In Summary at the Agency level the primary contacts for the Agency will be the sales representative and the customer service representative. The sales manager and customer service supervisor will be points of escalation for local issues. And the Sales leadership team will be the 2nd level of escalation point for local issues.

b. References: Provide thee (3) references in Attachment A of public agencies where products or services of similar size and scope have been performed in the last twelve (12) months. References must include organization names, addresses, names of contact persons, and telephone numbers for such references.

Reference 1

Public Agency Name: Rockford Public Schools (IL)

Phone: 815-668-9181

Contact: Cathy Ellis

Email: catherine.ellis@rps205.com

Title: Custodial Manager

Address: 1907 Kishawauke Street Rockford, IL 61104

Description of products or services provided: Purchases janitorial and custodial related products for the entire district. SupplyWorks delivers to the individual locations throughout the district. SupplyWorks assisted with a complete dispenser change out in the district.

Total dollar amount: \$385,000

Reference 2

Public Agency Name: Olathe Public Schools USD 233 (KS)

Phone: 913-780-7000

Contact: Scott Carpenter

Email: sacarpenter@olatheschools.org

Title: Assistant Director of Procurement

Address: 14160 Black Bob Road Olathe, KS 66063

Description of products or services provided: Purchases janitorial and custodial related products for the entire district. SupplyWorks delivers to the individual locations throughout the district. SupplyWorks assisted with a complete dispenser change out in the district.

Total dollar amount: \$150,000

Reference 3

Public Agency Name: Portland Public Schools (OR)

Phone: 503-916-3019

Contact: Frank Leavitt

Email: fleavitt@pps.net

Title: Operations Manager

Address: 501 N Dixon Street Portland OR, 97227

Description of products or services provided: Purchases janitorial and custodial related products for the entire district. SupplyWorks delivers to the individual locations throughout the district. SupplyWorks assisted with a complete dispenser change out in the district.

Total dollar amount: \$1.2 million

c. Personnel: The manufacturing staff and dealer/distribution network staff who may be assigned direct work during this contract should be identified. Information is required which will show the composition of the work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors' and key technical personnel, and approximate percentage of the total time each will be available for this contract.

Please see the below resumes below of key personnel that are currently assigned to our U.S. Communities contract 12-22 for janitorial supplies and custodial related products, services and solutions and U.S. Communities contract 16154 for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services. This experienced team of professionals will be the key personnel assigned to manage and coordinate RFP 17-21 upon award.

John Pettinelli and Becky Newell will spend 100% of their time assigned to manage the SupplyWorks U.S. Communities program and Scott Matthews will oversee the Program overall. The Regional program managers listed below will have prime focus on managing the U.S. Communities and will spend about 80-90% of their time supporting the contract.

NAME	POSITION
Scott Matthews	Director Outside Sales Home Depot

EDUCATION/TRAINING	
Washburn University, Topeka, KA	Business Management

PROFESSIONAL SUMMARY

Scott is responsible for managing national accounts and e-commerce while overseeing business-to-business relationships. During his 27 years at The Home Depot, he has served in a variety of roles and capacities, including Regional Pro Sales Manager, District Manager and Store Manager. Scott will oversee the entire government sales team outlined below and will be a key contact for Fresno Unified School District and U.S. Communities.

NAME	POSITION
John Pettinelli	National Sales Manager – Government Cooperatives

EDUCATION/TRAINING	
Boston College	Marketing & General Management

PROFESSIONAL SUMMARY

As leader of the Government Cooperative initiative for SupplyWorks John has responsibility for managing overall pricing and profitability, and driving sales growth on a consistent basis. In addition he works closely with merchandising, marketing and E-commerce on product mix, collateral materials and web content. John maintains all vendor relationships as they relate to the Government Cooperative initiative. Working with his team, John built a selling platform that allows the entire sales organization of over 1000 sales professionals to deliver growth that far exceeds the industry standards by understanding and utilizing a government cooperative. He has aligned the field sales team around a value added, solutions based sales methodology that delivers impactful, measurable sales success leading to record sales growth while helping customers save time and money.

POSITIONS OF EMPLOYMENT	
1984- 2008	Owner, Eagle Maintenance Supply
2008 - 2012	Strategic Account Manager, AmSan
2012- Present	National Sales Manager – Gov't Cooperatives, SupplyWorks

NAME	POSITION
Becky Newell	Strategic Account Manager – Government Cooperatives

EDUCATION/TRAINING	
Houghton College	Business Management, Accounting & Economics

PROFESSIONAL SUMMARY

Becky focuses on the day to day management of U.S. Communities contract #12-22 for IBI and the SupplyWorks division with particular focus on managing backend operations of the program. This includes pricing integrity, product maintenance, marketing materials and web content and accuracy. Becky also spends a great deal of time in the field working with sales professionals and end-users delivering a value added, solutions based sales methodology that reduces costs for products, services and administrative costs associated with competitive bids for government agencies, educational institutions and nonprofits. Becky interacts daily with the U.S. Communities Program Managers nationwide and with over 14 years of experience, is able to provide a great deal of support to the SupplyWorks sales reps nationwide.

POSITIONS OF EMPLOYMENT

2002- 2008	Accounts Receivable & Billing Manager, Eagle Maintenance Supply
2008 - 2012	Strategic Account Representative, SupplyWorks(formerly AmSan)
2012- Present	Strategic Account Manager –Government Cooperatives, SupplyWorks

REGIONAL MANAGERS - U.S. COMMUNITIES PROGRAM

NAME	POSITION
Cameron Mickey	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING	
Citrus Community College	Business Management

PROFESSIONAL SUMMARY

Cameron is a National Pro Manager of Strategic Accounts for the Home Depot. Cameron is responsible for managing implementation of relationships and strategies for government customers. Cameron works directly with the sales force to consistently grow the U.S. Communities program for both The Home Depot and SupplyWorks. He is the single point for

many of our key government customers. With Cameron’s vast knowledge of the industry, he is able to successfully implement customized programs that that can save Public Agencies’ time and money.

POSITIONS OF EMPLOYMENT

1993 – 2002	Store Manager – The Home Depot
2002 – 2005	Divisional Sales Merchant – The Home Depot
2005 – 2009	Director of New Stores – The Home Depot
2009 – 2012	Field Projects Manager – The Home Depot
2012 – 2013	Director of New Stores – The Home Depot
2013 - Present	National Pro Manager of Strategic Accounts – The Home Depot

NAME

George Brogan

POSITION

Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING

Penn State University/Kings College

Associates in Business

PROFESSIONAL SUMMARY

George is a National Pro Manager of Strategic Accounts for the Home Depot. George is responsible for managing implementation of relationships and strategies for government customers for both The Home Depot and SupplyWorks. He builds strong relationships with Government entities and nonprofit agencies in his territory. He works alongside the local sales force to effectively service customers with solutions that fit their needs and to train the sales force on the benefits of the U.S. Communities Programs. George’s extensive experience in the industry helps provide exceptional customer service and knowledge.

POSITIONS OF EMPLOYMENT

1998 – 2000	Store Associate – The Home Depot
2000 – 2000	Department Supervisor – The Home Depot
2000 – 2002	Assistant Store Manager – The Home Depot
2002 – 2014	Pro Account Representative – The Home Depot
2014 – Present	National Pro Manager of Strategic Accounts

NAME	POSITION
Rochelle Komlosi	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING	
Baldwin Wallace College	Communications – 1993-1995

PROFESSIONAL SUMMARY

Rochelle is a National Pro Manager of Strategic Accounts for the Home Depot. George is responsible for managing implementation of relationships and strategies for government customers for both The Home Depot and SupplyWorks. She builds strong relationships with Government entities and nonprofit agencies in her territory. She works alongside the local sales force to effectively service customers with solutions that fit their needs and to train the sales force on the benefits of the U.S. Communities Programs. Rochelle is a great resource for customers and our sales force on all things related to government purchasing and procurement.

POSITIONS OF EMPLOYMENT

2007 - 2014	Pro Account Representative
2014- Present	National Pro Manager of Strategic Accounts

NAME	POSITION
Michael Hughes	Program Manager

EDUCATION/TRAINING	
Rutgers University	Business Management

PROFESSIONAL SUMMARY

Michael works in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts for the U.S. Communities Contract 12-22 through Interline Brands. Michael works directly with the sales force and other program managers to consistently grow the program and implement the contract to new and existing public agencies nationwide. Mike assists the sales reps on how to utilize the selling tools and generates long lasting relationships with customers nationwide. Michael is a great resource for training on our online ordering and web capabilities. In addition, Michael provides outstanding support as it relates to our product offering and details around our existing contract.

POSITIONS OF EMPLOYMENT

2011 - 2013	Fleet Coordinator, Automotive Resources, Int.
2013 - 2015	Strategic Account Representative, SupplyWorks(formerly AmSan)
2015- Present	Program Manager, SupplyWorks

NAME

Joshua Blessing

POSITION

Strategic Account Support Specialist

EDUCATION/TRAINING

Camden County College

Computer Science

PROFESSIONAL SUMMARY

Josh works in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts. Josh will assist Becky and John to ensure contract compliance on all products, pricing, etc... Josh helps to coordinate all events and Trade shows to ensure a SupplyWorks presence and participation. Josh is a great resource for our SupplyWorks sales force to contact for any support relating to the contract including creating new accounts, web logins to shop online, answering questions relating to the contract and general support on products. Josh communicates with the U.S. Communities Program Managers and the SupplyWorks regional managers to ensure consistent growth in all areas.

POSITIONS OF EMPLOYMENT

2006 - 2016	IT Support Center Analyst, Interline Brands
2016 - Present	Strategic Account Support Specialist, SupplyWorks

FINANCIAL STATEMENTS

Income statements and balance sheet extracts from our FY 2016 annual report are included herein that cover the last four reporting quarters. Interline Brands and Supplyworks are included in The Home Depot Annual report.

The entirety of the report, and other financial reports, are available at:

<http://ir.homedepot.com>



THE HOME DEPOT, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

<i>amounts in millions, except share and per share data</i>	<u>January 29, 2017</u>	<u>January 31, 2016</u>
ASSETS		
Current Assets:		
Cash and Cash Equivalents	\$ 2,538	\$ 2,216
Receivables, net	2,029	1,890
Merchandise Inventories	12,549	11,809
Other Current Assets	608	569
Total Current Assets	<u>17,724</u>	<u>16,484</u>
Property and Equipment, at cost	40,426	39,266
Less Accumulated Depreciation and Amortization	18,512	17,075
Net Property and Equipment	<u>21,914</u>	<u>22,191</u>
Goodwill	2,093	2,102
Other Assets	1,235	1,196
Total Assets	<u>\$ 42,966</u>	<u>\$ 41,973</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Short-Term Debt	\$ 710	\$ 350
Accounts Payable	7,000	6,565
Accrued Salaries and Related Expenses	1,484	1,515
Sales Taxes Payable	508	476
Deferred Revenue	1,669	1,566
Income Taxes Payable	25	34
Current Installments of Long-Term Debt	542	77
Other Accrued Expenses	2,195	1,941
Total Current Liabilities	<u>14,133</u>	<u>12,524</u>
Long-Term Debt, excluding current installments	22,349	20,789
Other Long-Term Liabilities	1,855	1,965
Deferred Income Taxes	296	379
Total Liabilities	<u>38,633</u>	<u>35,657</u>
STOCKHOLDERS' EQUITY		
Common Stock, par value \$0.05; authorized: 10 billion shares; issued: 1.776 billion shares at January 29, 2017 and 1.772 billion shares at January 31, 2016; outstanding: 1.203 billion shares at January 29, 2017 and 1.252 billion shares at January 31, 2016	88	88
Paid-In Capital	9,787	9,347
Retained Earnings	35,519	30,973
Accumulated Other Comprehensive Loss	(867)	(898)
Treasury Stock, at cost, 573 million shares at January 29, 2017 and 520 million shares at January 31, 2016	<u>(40,194)</u>	<u>(33,194)</u>
Total Stockholders' Equity	<u>4,333</u>	<u>6,316</u>
Total Liabilities and Stockholders' Equity	<u>\$ 42,966</u>	<u>\$ 41,973</u>

See accompanying Notes to Consolidated Financial Statements.

THE HOME DEPOT, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EARNINGS

	Fiscal Year Ended ⁽¹⁾		
	January 29, 2017	January 31, 2016	February 1, 2015
<i>amounts in millions, except per share data</i>			
NET SALES	\$ 94,595	\$ 88,519	\$ 83,176
Cost of Sales	62,282	58,254	54,787
GROSS PROFIT	32,313	30,265	28,389
Operating Expenses:			
Selling, General and Administrative	17,132	16,801	16,280
Depreciation and Amortization	1,754	1,690	1,640
Total Operating Expenses	18,886	18,491	17,920
OPERATING INCOME	13,427	11,774	10,469
Interest and Other (Income) Expense:			
Interest and Investment Income	(36)	(166)	(337)
Interest Expense	972	919	830
Interest and Other, net	936	753	493
EARNINGS BEFORE PROVISION FOR INCOME TAXES	12,491	11,021	9,976
Provision for Income Taxes	4,534	4,012	3,631
NET EARNINGS	\$ 7,957	\$ 7,009	\$ 6,345
Weighted Average Common Shares	1,229	1,277	1,338
BASIC EARNINGS PER SHARE	\$ 6.47	\$ 5.49	\$ 4.74
Diluted Weighted Average Common Shares	1,234	1,283	1,346
DILUTED EARNINGS PER SHARE	\$ 6.45	\$ 5.46	\$ 4.71

(1) Fiscal years ended January 29, 2017, January 31, 2016 and February 1, 2015 include 52 weeks.

See accompanying Notes to Consolidated Financial Statements.



THE HOME DEPOT, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

<i>amounts in millions</i>	Fiscal Year Ended ⁽¹⁾		
	January 29, 2017	January 31, 2016	February 1, 2015
Net Earnings	\$ 7,957	\$ 7,009	\$ 6,345
Other Comprehensive Income (Loss):			
Foreign Currency Translation Adjustments	(3)	(412)	(510)
Cash Flow Hedges, net of tax	34	(34)	11
Other	—	—	1
Total Other Comprehensive Income (Loss)	31	(446)	(498)
COMPREHENSIVE INCOME	\$ 7,988	\$ 6,563	\$ 5,847

(1) Fiscal years ended January 29, 2017, January 31, 2016 and February 1, 2015 include 52 weeks.

See accompanying Notes to Consolidated Financial Statements.



THE HOME DEPOT, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

amounts in millions	Fiscal Year Ended ⁽¹⁾		
	January 29, 2017	January 31, 2016	February 1, 2015
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Earnings	\$ 7,957	\$ 7,009	\$ 6,345
Reconciliation of Net Earnings to Net Cash Provided by Operating Activities:			
Depreciation and Amortization	1,973	1,863	1,786
Stock-Based Compensation Expense	267	244	225
Gain on Sales of Investments	—	(144)	(323)
Changes in Assets and Liabilities, net of the effects of acquisitions:			
Receivables, net	(138)	(181)	(81)
Merchandise Inventories	(769)	(546)	(124)
Other Current Assets	(48)	(5)	(199)
Accounts Payable and Accrued Expenses	446	888	244
Deferred Revenue	99	109	146
Income Taxes Payable	109	154	168
Deferred Income Taxes	(117)	15	159
Other	4	(33)	(104)
Net Cash Provided by Operating Activities	9,783	9,373	8,242
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital Expenditures, net of \$179, \$165 and \$217 of non-cash capital expenditures in fiscal 2016, 2015 and 2014, respectively	(1,621)	(1,503)	(1,442)
Proceeds from Sales of Investments	—	144	323
Payments for Businesses Acquired, net	—	(1,666)	(200)
Proceeds from Sales of Property and Equipment	38	43	48
Net Cash Used in Investing Activities	(1,583)	(2,982)	(1,271)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from Short-Term Borrowings, net	360	60	290
Proceeds from Long-Term Borrowings, net of discounts	4,959	3,991	1,981
Repayments of Long-Term Debt	(3,045)	(39)	(39)
Repurchases of Common Stock	(6,880)	(7,000)	(7,000)
Proceeds from Sales of Common Stock	218	228	252
Cash Dividends Paid to Stockholders	(3,404)	(3,031)	(2,530)
Other Financing Activities	(78)	4	(25)
Net Cash Used in Financing Activities	(7,870)	(5,787)	(7,071)
Change in Cash and Cash Equivalents	330	604	(100)
Effect of Exchange Rate Changes on Cash and Cash Equivalents	(8)	(111)	(106)
Cash and Cash Equivalents at Beginning of Year	2,216	1,723	1,929
Cash and Cash Equivalents at End of Year	\$ 2,538	\$ 2,216	\$ 1,723
SUPPLEMENTAL DISCLOSURE OF CASH PAYMENTS MADE FOR:			
Interest, net of interest capitalized	\$ 924	\$ 874	\$ 782
Income Taxes	\$ 4,623	\$ 3,853	\$ 3,435

(1) Fiscal years ended January 29, 2017, January 31, 2016 and February 1, 2015 include 52 weeks.

See accompanying Notes to Consolidated Financial Statements.

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

INTERLINE BRANDS D/B/A SUPPLYWORKS.

By  _____

Name: Eric Thompson

Title: Vice President, FP&A, Sales Ops and Pricing



*Interline Brands dba
SupplyWorks
Proposal in Response to RFP 17-21
Cleaning Supplies, Equipment and Custodial Related
Products, Services & Solutions*

U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT - EXECUTED

SupplyWorks

1. Can you further clarify the Home Depot/SupplyWorks relationship and the “one account” method?

SupplyWorks is the wholesale division of The Home Depot. The ProPurchase program allows SupplyWorks customers to shop at the Home Depot and purchase products and services using your SupplyWorks credit account for payment. At checkout, simply swipe your ProPurchase card to complete your transaction. You will have visibility to all of your purchase transactions in store and with SupplyWorks. Electronic receipts for store purchases will be emailed to a designated address and will also be detailed on your SupplyWorks invoice. With multiple SupplyWorks summary invoice options, the ProPurchase card can help streamline invoice reconciliation for users. Additionally, multiple cards can be set up for an account to help differentiate purchases by user, department, location, etc....

2. How does the proposed pricing compare to that currently available through the contract with FUSD?

Pricing is closely aligned with pricing as it appears today on the current contract 12-22 while taking into account that this pricing is valid beginning in January of 2018. Every attempt will be made to hold that pricing for one year.

Attachment C Discounts are based on discounts off of the SupplyWorks Everyday Low Price that appear in our online catalog. These are not MSRP or List prices. The SupplyWorks discounts submitted reflect additional discounts off of these Every Day Low Prices.

Attachment C Discounts are minimum discounts by category. As we continue to refine our Every Day Low Prices your minimum discount will not change even if our prices go down.

The Market Basket pricing and discounts shown reflect our best pricing which often is deeper than the minimum discount offered. Where manufacturers offer us additional price concessions based on U.S. Communities aggregate spend we are able to pass those savings on. As an example, Vendor D might offer a competitive discount overall of 15% but on a specific category like floor care (example) they offer 20%. On those items we extend the savings and offer a deeper discount than the percentage we list in Attachment C.

3. In the Price List submitted by SupplyWorks, can you provide this in Excel format as well? Can SupplyWorks also add two (2) additional columns – one showing the proposed minimum discount and another for the Manufacturer Product Number?

We can provide that information assuming it will be kept confidential. Please see attached file.

4. Please provide clarification and explanation for the Everyday Low Price (EDLP) methodology. How would an agency be able to audit the EDLP pricing at any given time?

As you may recall in late 2015 SupplyWorks responded to market conditions and adopted a new online pricing strategy to compete more favorably with the online marketers and retailers. We eliminated MSRP and “List” prices in favor of a pre-discounted Everyday Low Price model. The proposed Pricing Discounts will be based off our Online Catalog. An Agency would be able to



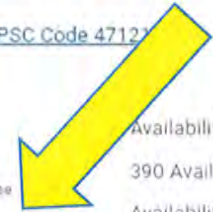
audit the EDLP by logging in and searching an item. See the example below, with an EDLP lined out and U.S. Communities price clearly marked.

Item # REN11500-CA [Renown](#) Part # REN11500-CA UPC Code 741224115001 [UNSPSC Code 47121](#)
 Catalog Page #689



Price: ~~\$55.83~~ / case
\$19.29 / case
 Priced per Case of 1000
 1+ \$19.29

Availability: 390 Available
 Availability based on your current ship-to address.



- RFP #17-21 General Information, Section 3.3, Page 30 states that price adjustments must be submitted 60 days prior to Contract annual anniversary date. In your pricing proposal (Attachment B) you indicated that "SupplyWorks will make every effort to minimize any price changes and make our best effort to submit changes twice per year". Please clarify your exception to the specification in the original solicitation.

This was the method of handling price increases for the previous contract 12-22 and it was very beneficial for the U.S. Communities Agencies. Price increases were kept to a minimum often exceeding 18 months. If we were required to only raise prices once per year at a set date we would have to ask manufacturers to project increases well into the future. The assumption is most would request increases at a higher rate based on holding prices for a longer period. Some of the more volatile categories such as paper and liners could see larger increases.

- Please clarify who the Primary Contact for this contract would be, if awarded?

John Pettinelli

- On page 13 you indicate that sales to all Public Sector markets decreased dramatically in 2016. What was the cause of this decrease?

The Home Depot made a business decision to exit the Federal Government market resulting in a decrease in revenue in the Public Sector. Business in the Public Sector under U.S. Communities rose significantly.

- On page 13 of your proposal you list approximately \$40M in sales to states, but there are no states listed in your top 10 customers. Are these sales via State-held contracts? If so, which States hold these contracts? Have you had discussions with these states about transitioning to U.S. Communities in the past?

State Contracts account for the majority of the sales listed under STATE.

States that we currently have contracts with are listed below.

Alabama	Kansas	Ohio
Colorado	Nebraska	Tennessee
Hawaii	New York	Washington
Iowa		



In the majority of cases we have attempted conversations with the states about transitioning to U.S Communities.

9. Of the top public agency customers you list on page 14 of your proposal, DFW International Airport is not using the current U.S. Communities contract. What contract are they using? Have conversations been had with them about transitioning to USC in the past? DFW currently utilizes a public bid process to procure their janitorial and custodial products. We have discussed USC in the past and will revisit this with the customer.

10. What products are offered under the In-Site for Ed Program? We offer our entire product offering under the In-Site for Ed Program. In-Site service and solutions include benchmarking, best practice training, detailed written procedures and access to cleaning and audit tools. With all of these tools combined, the In-Site for Ed program is designed to help streamline processes and procedures for cleaner, safer, and healthier buildings.

11. Who is a “qualifying customer” for In-Site for Ed Program? Any member of U.S. Communities can access the In-Site for Ed Program if they agree to the negotiated spend and product mix requirements.

12. Is there a charge for the In-Site for Ed Program? If so, please provide a price breakdown. There is no fee associated with the In-Site for Ed Program. These programs can be customized and tailored to fit the specific needs and goals of an agency. Our SupplyWorks Account Executives would be available to help agencies select and implement the best solution and discuss spend requirements and product mix.

13. On page 30 of your proposal, you indicate there is a “Stockwise Program” available? IBI offers a variety of inventory management solutions through the StockWise™ Program. StockWise™ provides customers with customized solutions that allow for a better managed inventory, improved productivity and reduction in overall costs. These programs can be customized and tailored to fit the specific needs and goals of an agency. Our IBI Account Executives and StockWise™ Managers would be available to help agencies select and implement the best solution.

Is this program or options under the Stockwise Program free to PPAs? Most of the StockWise programs have no additional charges. The VMI is a StockWise™ Solution that provides an onsite employee dedicated to a customer’s inventory needs. IBI can implement a complete inventory management program from installing infrastructure to staffing. Consignment of inventory and product sourcing may be components of the VMI Program. Spend requirements and/or service fees may be required for the VMI.

Is there a minimum time commitment to utilize the racking system? The Shop Management Program is a partnership between SupplyWorks and the PPA. Each installation is on a case by case basis. The SupplyWorks Account Executives and the PPA would agree upon spend requirements and product mix as well as order frequency and inventory management responsibilities.



14. On page 35 of your proposal, you indicate there is training available? Is this program free to PPAs?

Yes, SupplyWorks offers a variety of training to Participating Public Agencies including training through videos, hands-on training by the local account executive, and training by the manufacturer reps. There are no additional costs or fees associated with the training.

15. On page 37 of your proposal, you indicate there is a cleaning and audit tool available? Is this program free to PPAs?

There is no cost associated with the cleaning and audit tool (CPI tool). This tool (CPI tool) is a component of our In-Site for Education program. Access to the InSite for Education program is a free to PPAs that commit to SupplyWorks as outlined above.

16. Does the Stericycle Waste Management program you mention on page 51 have a cost to PPAs?

The Stericycle Waste Management program that is detailed on page 51 is a program that is currently implemented internally on our end. This program is not available to customers at this time.

Additional information requested on conference call.

Can SupplyWorks provide the details of the Everyday Low Pricing if needed for an audit?

Yes, We are able to provide the details and pricing history of any item as requested along with the dates of the price changes. See below for an example of the details that can be provided upon request.

USN	Brand SKU Nbr	List price	Eff date	Exp date
880120	REN03800	94.90	8/25/2016	2/14/2017
880120	REN03800	94.90	2/15/2017	5/4/2017
880120	REN03800	48.89	5/5/2017	12/31/2900

Can you please provide a listing of various customers that are utilizing the In-Site for Ed program?

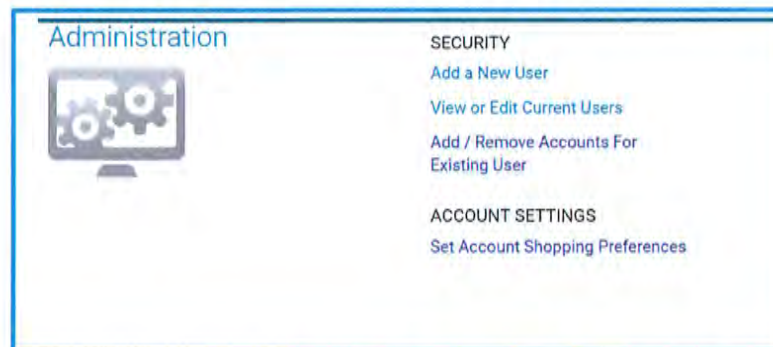
Below is a sampling of various customers that are utilizing our current U.S. Communities contract with the In-Site for Ed Program.

Elk Grove Schools, CA
Goodwill, OR
Grapevine ISD, TX
Kingsport City Schools, TN
Olathe Schools, KS
Portland Public Schools, OR
Saint Lucie Schools, FL

Negotiation issues for RFP #17-21

1. I was requested to have the ability to search online for invoices through multiple accounts and also to have admin rights for a couple of select users to be able to add and remove our own users as staff changes.

Through the SupplyWorks ecommerce site, we can set up key personnel as Administrators with the ability to add, remove and adjust users to various locations. The Administrators would have access to this functionality in the Administration section of their account dashboard. See below for a screen shot showing the options.



Currently, our ecommerce site does not have the functionality to search for invoices through multiple accounts. Users do have access to view invoices, PODs, and invoice detail at the account level. A user can also search an invoice under a specific account once they know which SupplyWorks account the invoice is associated with. SupplyWorks can provide various reports to users which can help users identify which account an invoice is associated with to make reconciliation easy.

2. One of the members had interest in adding the chemical free cleaning and disinfecting solutions provided by John Shanahan with GenEon. Can that be added to the assortment?

We have contacted our SupplyWorks VP of Merchandising and opened this topic for discussion. Additionally we have reached out to GenEon and John Shanahan directly. John Pettinelli has collaborated previously with John Shanahan before at Tennant and Minuteman. We will make a Good Faith effort to discuss if a partnership is a viable alternative. We can also offer the public agency member some alternative information such as the new Clorox 360 disinfection system.

3. For the Vendor Managed Inventory Program you stated that costs would be negotiated, but can you define some general pricing parameters such as minimum spend?

Please see below for the details of the various options of the Vendor Managed inventory program.



Financial parameters for various SupplyWorks inventory management programs:

Vendor Managed Inventory SupplyWorks Sales Professional Managed.

Details- SupplyWorks Sales Professional assists customer in management of inventory to include; providing and labeling of product storage racks and bins, organization, weekly inventory audits, quarterly reporting.

Qualifier- Annual spend of \$100,000 with Supplywoks products, may be combined Jan/San and MRO.

Vendor Managed Inventory Full Time SupplyWorks Associate On-Site

Details- SupplyWorks provides a full-time employee focused on managing inventory and the replenishment process exclusively for the customer at a single site. This would not include cost or labor to ship products to remote sites or buildings.

Qualifier- Annual spend of \$1,000,000 with Supplyworks, may be combined Jan/San and MRO.

Shop Management Program

Details- SupplyWorks provides necessary organization for products being purchased from SupplyWorks. Including but not limited to: shelving, racking, bins, bin labels.

Qualifier- Annual spend of \$250,000 with Supplyworks, may be combined Jan/San and MRO.

4. If a customer goes into a Home Depot store and buys a SupplyWorks product, is a rebate still available on that purchase?

Currently the only way to access SupplyWorks products are through a Pilot Program at the Home Depot Pro Desk utilizing a web order process. Those items would be shipped from SupplyWorks and not be eligible for a rebate. Future plans include adding SupplyWorks products to the Home Depot store shelves and those products will be eligible for rebates.

5. Is there any other discounts available such as a prompt pay discount if the customer pays within 30 days or an additional discount for a higher level of volume reached?

The SupplyWorks model for U.S. Communities was the best overall value to the members upfront. Currently every U.S. Communities Participating Agency is granted an instant \$5,000.00 credit limit. Within 48-72 hours that credit limit is review and usually adjusted to a higher amount without SupplyWorks requesting any further information from the Participating Agency. In a Good Faith effort, if a qualified Participating Agency wants to fill out a more detailed Credit Application we will submit it to our Credit Department for a complete review. Upon their approval SupplyWorks would offer that qualified agency up to 1% 10, Net 30 terms. We offer customized invoicing methods including EDI platform options, summary invoicing, ship complete invoicing, detailed GL coding options on the web that can be uploaded into excel and many other options.

We do not currently offer any Bulk Item or Volume level discounts. If the company directions changes we will notify you regarding this options.



6. Can SupplyWorks provide a plan on how they will adhere to the U.S. Communities Supplier Commitments in relation to the SupplyWorks SIPC Cooperative Contract?
 - There have been multiple discussions regarding this cooperative and that SupplyWorks needs to demonstrate the value and lead with U.S. Communities to all agencies in Illinois (including current SIPC customers).
 - How will SupplyWorks enforce this in the field, if awarded a contract?

SIPC is a legacy program that began in Southern Illinois over 20 years ago. At the time it was the only cooperative SupplyWorks had access to and it was expanded outside of Illinois. Below is a list of actions that have been implemented along with further steps to be taken.

- Effective August of 2016 all SIPC accounts outside of Illinois have been transitioned to U.S. Communities. Approximately 3M in spend was transitioned.
- SIPC is not marketed outside of Illinois.
- U.S. Communities sales in Illinois have increased each of the past 4 years and are trending up for 2017.
- Two large K-12 recently were signed on to U.S. Communities
- Last year we provided a list of all K-12 in Illinois for USC to direct market too.
- SIPC's stance is to remain independent and not collaborate with USC.
- The U.S. Communities pricing remains competitive versus the SIPC program.
- SIPC does not have the value added of partnering with Home Depot on a U.S. Communities program or offer any rebates.

We would like to offer to schedule joint meetings with U.S. Communities, the SupplyWorks U.S. Communities team and the three divisions in Illinois. The topics at this meeting would include a complete refresher meeting, updating of the new RFP and thorough discussion of our marketing agreements with U.S. Communities as well as a go to market strategy.



Fresno Unified
School District

Preparing Career Ready Graduates

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Carol Mills, J.D.

SUPERINTENDENT

Robert G. Nelson

October 10, 2017

Clarification Memo

To be made a part of US Communities RFP 17-21 Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions.

All parties signing below agree that The Uniform Administrative Requirements language included in the RFP shall be removed from contract 17-21.

Paul Rosencrans
Fresno Unified School District
Executive Director of Purchasing

Rich Nyberg
Pro Business/Government Contracts Senior Manager
The Home Depot