

State of Oregon

**PRICE AGREEMENT
WITH**

**COASTWIDE LABORATORIES,
a Division of Staples Contract & Commercial, Inc., a Delaware
Corporation**

**FOR Janitorial Supplies and Industrial Paper Products
(Including Custodial Equipment and Incidental Services)**

Price Agreement number 3401

This Price Agreement ("Agreement") is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") and Coastwide Laboratories, a Division of Staples Contract & Commercial, Inc., a Delaware corporation ("Contractor").

Section 1 – Agreement

1.1 Parties

1.1.1 The only parties to this Agreement are Contractor and DAS PS.

1.1.2 Authorized Purchasers may purchase goods and related services specified in Exhibit A ("Goods") by issuing ordering instruments that create and become part of separate contracts ("Contracts"). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. DAS PS is an intended beneficiary of each Contract created by an ordering instrument.

1.1.3 As used in this Agreement, "Authorized Purchaser" means:

- Any agency of the State of Oregon
- Any participant in the Oregon Cooperative Purchasing Program ("ORCPP")
- Any agency of the State of Washington
- Any participant in the Washington State Purchasing Cooperative ("WSPC"), and
- other Authorized Purchasers.

1.2 Process

1.2.1 Authorized Purchasers may order Goods during the Term of this Agreement using an ordering instrument:

- a) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS PS approved purchase order form. Exhibit B is a sample DAS PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly authorized by DAS PS in writing, Contractor shall not accept a different type of ordering instrument from an Oregon State agency.

- b) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments.
 - c) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
 - ii) The specific Goods and quantity of each item ordered.
 - iii) The net price.
 - iv) The requested delivery schedule.
 - v) The delivery location(s).
 - vi) The invoicing address.
 - vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.
- 1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order(s) or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of this Agreement or a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.
- 1.2.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates. Contractor may, but is not required to accept an ordering instrument that requests delivery schedule of less than any minimum lead time (if any) specified in Exhibit A.
- 1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within 10 business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail or facsimile if that information is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.
- 1.2.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Price Agreement" means this Agreement.
- 1.2.6 DAS PS is not obligated or liable under an ordering instrument unless DAS PS is purchasing Goods as the Authorized Purchaser.
- 1.2.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument.

- 1.2.8 Contractor shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Agreement. Contractor may verify that Authorized Purchasers are ORCPP participants at the following address: <http://www.oregon.gov/DAS/SSD/SPO/index.shtml>.
- 1.2.9 Contractor shall reject an ordering instrument that does not meet the requirements of this Agreement.

1.3 Prices

- 1.3.1 Except as provided in this Section, during the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in the then current manufacturer's price list, less any applicable discounts.
- 1.3.2 Contractor and Authorized Purchaser may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and Authorized Purchaser.
- 1.3.3 Subject to DAS PS approval as set forth in subsection 1.3.6 below, prices based on the manufacturer's list price may change on an annual basis and must be verifiable and auditable. A request for a fuel surcharge must be approved by the DAS PS prior to implementation.
- 1.3.4 The discount percentage or amount offered in each of the 7 categories of Goods listed on Exhibit A will remain the same (or may increase) throughout the life of this Agreement including any renewals. The discount percentage or amount may never decrease.
- 1.3.5 Goods that have been approved and that meet the category standards listed in Exhibit A, may be added or deleted every six months as approved by DAS PS. Contractor or DAS PS may provide a list of goods that may be approved and added. DAS PS may prohibit goods on this Price Agreement for environmental health or performance reasons, in addition DAS PS or Contractor may request to add new goods that meet the specifications in Exhibit E. All goods added must be at the same discounts already agreed upon for each category.
- 1.3.6 Contractor may request unit price increases from DAS PS no more often than annually, commencing after the first year. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit

margin for Contractor than at the beginning of the initial term of this Agreement.

1.4 VCAF and VSR

Contractor shall remit to DAS PS a Vendor Collected Administrative Fee and Volume Sales Reports as described in Exhibit C.

1.5 Term of Agreement

1.5.1 The initial term of this Agreement begins on the date this Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the "Effective Date") and ends 2 years after the Effective Date, unless sooner terminated or extended as provided in this Agreement. DAS PS has the option to extend this Agreement for additional terms, provided, however, that the total term, including the initial term and all renewals, may not be more than 8 years from the Effective Date. DAS PS will exercise the option to extend, if at all, by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then-current term. The initial term and all extension terms are collectively the "Term" of this Agreement.

1.5.2 After this Agreement is terminated, Contractor shall not accept new ordering instruments.

1.5.3 Termination of this Agreement also terminates ordering instruments in which the Contractor is not legally required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as a blanket purchase order (an order that may contain detail of the Goods, but actual sale of Goods is made by periodic releases that specify a date for delivery of specific Goods).

1.5.4 Except as provided in Section 1.5.3, termination of this Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument accepted before termination of this Agreement.

1.5.5 DAS PS may terminate this Agreement upon 30 calendar days written notice to Contractor for any or no reason.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit D and shall maintain the insurance until all Contracts under this Agreement are terminated.

1.7 Miscellaneous

1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating

to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

1.7.2 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted within the United States District Court for the District of Oregon.. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

1.7.3 Amendments. DAS PS and Contractor may need to modify selected terms, conditions, price(s) and services under this Agreement due to the following illustrative, although not exhaustive, categories of anticipated amendments:

- i. Amendments to extend the term of this Agreement for additional periods;
- ii. Amendments to add new Goods within the scope of this Agreement, if any, at the prices specified within this Agreement or at a discount to these prices, or amendments to delete Goods; or
- iii. Amendments to increase or decrease prices for the Goods.

All amendments must be in writing and signed by all approving parties before becoming effective. Only DAS PS has the final authority to execute changes, notices or amendments to the Agreement..

1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS's consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.

1.7.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

1.7.6 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the

party is unable to prevent. DAS PS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Agreement will be extended to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

- 1.7.7 **Entire Agreement.** This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.8 **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties, or notices to be given under this Agreement, are effective only if given in writing by personal delivery, express courier, facsimile, or United States Postal Service, postage prepaid, to Contractor or DAS PS at the address or number set forth below in Sections 4 and 5, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice so addressed and mailed is deemed given five (5) days after mailing. Any communication or notice delivered by facsimile is deemed given on the day the transmitting machine generates a receipt of a successful transmission of the notice, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours. To be effective against DAS PS, any notice transmitted by facsimile must be confirmed by telephone notice to DAS PS's Contract Administrator. Any communication or notice given by personal delivery or express courier is deemed given immediately upon such delivery, provided such delivery is made to the person indicated below.

The Contract Administrators are identified in Sections 4 and 5, respectively.

- 1.7.9 **Intended Beneficiaries.** DAS PS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. State of Oregon state agencies, State of Washington state agencies, ORCPP members and WSPC members are intended beneficiaries of this Agreement.

- 1.7.10 Waiver. The failure of DAS PS to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.11 Certification of Compliance with Tax Laws. By signature on this Agreement for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.
- 1.7.12 Compliance with Law. DAS PS's performance under this Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 1.7.13 Access to Records. Contractor shall retain, maintain, and keep accessible all records relevant to this Agreement (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit DAS PS and its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

Section 2 – Standard Terms for Contracts Under This Agreement

- 2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Sections 2 and 3. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.

- 2.2 PAYMENT:** Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.** Subject to Authorized Purchaser's acceptance of Goods, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.
- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1 Price Agreement number.
 - 2.5.2 Ordering instrument number.
 - 2.5.3 Goods ordered.
 - 2.5.4 Date delivered.
 - 2.5.5 Volume or quantity of Goods delivered.
 - 2.5.6 The price per item of Goods.
 - 2.5.7 The total amount invoiced.
 - 2.5.8 The address to which payment is to be sent.
- 2.6 PRICES:** Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Price Agreement
- 2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE:** The Authorized Purchaser may cancel an order in whole or in part before Goods described in the cancelled whole or part are delivered. The Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise

nonconforming Goods (including late delivery). Notice of rejection must also specify when cure will be allowed.

- 2.7.1 The Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods at no additional cost to the Authorized Purchaser. In such an event, Contractor shall deliver substitute conforming Goods within 10 calendar days of receipt of notice of rejection.
- 2.7.2 If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.
- 2.7.3 Nothing contained in Section 2.7 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

- 2.8.1 **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Price Agreement.
- 2.8.2 **WARRANTY ON MATERIALS, DESIGN, MANUFACTURE:** Contractor expressly warrants that all Contractor branded Goods provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Goods; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; (5) in conformity with Contractor's samples, if any; and (6) current production models. Contractor represents and warrants that all Goods are new and unused. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all specifications in Exhibit E to the Price Agreement.
- 2.8.3 **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good and workmanlike manner in accordance with standards prevalent in the industry.
- 2.8.4 **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods which is superior to or infringes upon the rights granted to the Authorized Purchaser under this Contract.

- 2.8.5 WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.
- 2.8.6 MANUFACTURER WARRANTIES:** Contractor represents and warrants that all manufacturer warranties covering the Goods and component parts, if any, shall be passed through to the Authorized Purchaser at time of delivery at no charge.
- 2.8.7 THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES.**
- 2.8.8** Authorized Purchaser represents and warrants that Authorized Purchaser will (i) follow all instructions provided by Contractor relating to use, dilution, or installation of Goods and (ii) use and dispose of the Facility Products in accordance with all applicable state, county, local and federal laws and regulations, including environmental rules and regulations. Authorized Purchaser's breach of this Section shall void any and all warranties on the Goods involved.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

- 2.9.1** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.
- 2.9.2 STATUTORY TERMS:** Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 2.9.3 NONCOMPLIANT GOODS:** In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law prevails. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Authorized Purchaser.

2.9.4 RECALLED GOODS OR COMPONENTS: In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS PS and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- a) Cancel any portion of the ordering instrument.
- b) Reject the Goods.
- c) Revoke its acceptance of the Goods.
- d) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- e) Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and reimburse Authorized Purchaser for any payments made.

2.10 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.11 MATERIAL SAFETY DATA SHEET: Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet (MSDS) as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Price Agreement which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

2.12 TIME IS OF THE ESSENCE: Time is of the essence for performance of Contractor's performance obligations under this Contract.

2.13 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

- 2.14 WORKERS COMPENSATION INSURANCE:** All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors, if any, complies with these requirements.
- 2.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:** If Authorized Purchaser is an agency of the State of Oregon, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.
- 2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:**
- 2.16.1** Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.
- 2.16.2** Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- 2.17 INDEMNIFICATION:**
- 2.17.1** CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR

MADE AGAINST ANY AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. AUTHORIZED PURCHASER OR STATE SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH AUTHORIZED PURCHASER OR STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF AUTHORIZED PURCHASER, OR (II) AUTHORIZED PURCHASER'S MODIFICATION OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

2.17.2 HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

2.18 BREACH:

2.18.1 **BY CONTRACTOR:** Contractor breaches this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or
- c) Contractor commits any breach of any covenant, warranty, obligation or certification under this Contract, provided however that Contractor may cure the breach within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the breach is curable by Contractor.

2.18.2 BY AUTHORIZED PURCHASER: Authorized Purchaser breaches this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any breach of any covenant, warranty, or obligation under this Contract and such breach is not cured within ten (10) business days after delivery of Contractor's notice of breach or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in breach under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.1;
- b) Withholding all monies due for invoiced Goods that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.
- e) These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in breach under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is: (a) A claim against Authorized Purchaser for the unpaid purchase price for Goods delivered and accepted by Authorized Purchaser, (b) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.20 TERMINATION:

2.20.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.20.2 RIGHTS OF AUTHORIZED PURCHASER: Authorized Purchaser may, at its sole discretion, terminate this Contract for convenience with thirty (30) calendar days written notice. Authorized Purchaser may terminate this Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods by Authorized Purchasers under the Price Agreement is prohibited, or Authorized Purchasers are prohibited from paying for such Goods from the planned funding sources; or (c) Contractor is in breach of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.20.3 RIGHTS OF THE CONTRACTOR: Contractor may terminate this Contract with a minimum ten (10) calendar days written notice to Authorized Purchaser, if Authorized Purchaser is in breach of this Contract as described in Section 2.18.2.

2.21 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to this Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following

expiration or termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit DAS PS, the Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.22 NOTICES: All notices required under this Contract must be in writing and addressed to the party's authorized representative. For Authorized Purchasers, the authorized representative is identified in the ordering instrument. Contractor's authorized representative is Contractor's Contract Administrator identified in the Price Agreement. Mailed notices will be deemed received five (5) business days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. If a notice is sent by facsimile, upon receipt by the party giving the notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile machine and number. Personal delivery is effective upon delivery.

2.23 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

2.24 GOVERNING LAW: This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.25 VENUE; CONSENT TO JURISDICTION:

2.25.1 STATE CONTRACT VENUE; CONSENT TO JURISDICTION:

Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.** Nothing herein shall be construed as

a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.25.2 ORCPP CONTRACT VENUE; CONSENT TO JURISDICTION:

Any Claims between Contractor and an ORCPP Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Authorized Purchaser resides, or at the ORCPP Authorized Purchaser's option, within such other county as the ORCPP Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP Authorized Purchaser resides. **CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.** Nothing herein shall be construed as a waiver of ORCPP Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

- 2.26 SURVIVAL:** The following provisions survive termination or expiration of this contract: Sections 2.8, 2.9.4, 2.17, 2.19, 2.21, 2.24, 2.25, 2.27; Exhibit C and Section 3 of Exhibit D ("TAIL" COVERAGE).
- 2.27 SEVERABILITY:** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 2.28 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject

matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.

- 2.30 VCAF and VSR.** Contractor shall comply with the VCAF and VRS requirements of the Agreement as further described in Exhibit C.
- 2.31 INTENDED BENEFICIARY.** DAS PS is an intended beneficiary of this Contract. But the parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS PS.
- 2.32 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts Under This Agreement

3.1 KEY PERSONS and CONTRACTOR STAFF. In addition to the Contract Administrators identified in Section 4, certain Key Persons and other members of Contractor's staff are identified on Exhibit F. Contractor's Key Persons shall not delegate performance of their powers and responsibilities they are required to provide under this Agreement to another Contractor employee(s) without first obtaining the written consent of DAS PS. Further, Contractor shall not re-assign or transfer the Key Persons to other duties or positions such that the Key Persons are no longer available to provide DAS PS and Authorized Purchasers with their expertise, experience, judgment, and personal attention, without first obtaining DAS PS' prior written consent to such re-assignment or transfer, which DAS PS shall not unreasonably withhold or delay.

Notwithstanding the foregoing, Contractor may replace Key Persons without DAS PS' consent in the event any Key Persons are no longer available due to death, illness or termination of employment with Contractor. In the event Contractor requests that DAS PS approve a re-assignment or transfer of the Key Persons, or if Contractor must replace

Key Persons due to death, illness or termination of employment with the Contractor, DAS PS shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Persons. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by DAS PS shall thereafter be deemed a Key Person for purposes of this Agreement and Exhibit F shall be deemed amended to include such Key Person.

Section 4 – Signature of Contractor’s Duly Authorized Representative

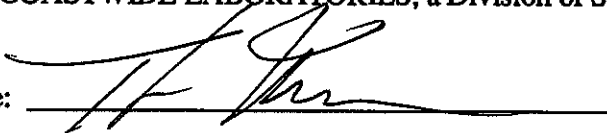
4.1 The undersigned represents:

- (a) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.

Agreed:

Contractor’s Name: **COASTWIDE LABORATORIES, a Division of Staples Contract & Commercial, Inc.**

Authorized Signature: _____



Printed Name of Authorized Signature: Tom Heisroth

Title of Authorized Signature: Senior Vice President - Staples Advantage

Date: 7-21-13



Administrative Contact (also referred to as Contract Administrator – Type or Print):

Jim Evans

Telephone Number of Administrative Contact: 503 218 4945

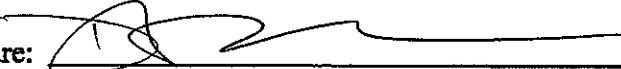
Fax Number of Administrative Contact: 503 218 4904

Email Address of Administrative Contact: jevan@coastwide labs.com

Mailing Address of Administrative Contact: 10000 S.W. Commerce Cir
Wilsonville, OR 97070

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature:  _____

Under special exemption issued March 29, 2012, purchase orders are exempt from legal sufficiency approval.

Date: 7-23-13

DAS PS Contract Administrator (Type or Print):

 _____

Telephone Number: (503) 378-4731

Fax Number: (503) 373-1626

Exhibit A

Goods and Related Services

I. Goods

Contractor shall provide Authorized Purchasers environmentally preferable products in the following seven (7) categories ("Goods") that meet the specifications set forth in Exhibit E. Contractor shall invoice Authorized Purchaser per Contractor's then current catalog, available on-line at <http://premier.coastwidelabs.com/>. All pricing under this Agreement is in U.S. funds.

PRODUCT CATEGORY DESCRIPTIONS

CATEGORY 1: CLEANING AND BUILDING MAINTENANCE CHEMICALS (Minimum 45% discount off list price)

This category of products includes a wide variety of cleaners, disinfectants, polishes and other building maintenance products as well as related dilution and dispensing equipment, product labels and labeled bottles, which are divided into the following subcategories:

- A. Air Fresheners and Deodorizers (e.g., including enzymatic cleaners, deodorizing gels and liquids, urinal screens and blocks, etc.)
- B. Bathroom Cleaners, non-disinfecting and non-sanitizing only (including restroom cleaners, tub and tile cleaners, grout cleaners and whiteners, de-scalers, mold and mildew cleaners, and toilet/urinal cleaners, etc.)
- C. Carpet, Rug and Upholstery Cleaners (including also pre-spray, spot and stain removers, carpet shampoos and bonnet cleaners)
- D. Degreasers (including also cleaner-degreasers, grease trap cleaners, oven and grill cleaners, etc.)
- E. De-Icers/Snowmelt Products
- F. Floor Care Products (including floor polishes, finishes, waxes, restorers and maintainers as well as floor polish strippers/removers)
- G. General Purpose Cleaners (including also all-purpose and multi-purpose cleaners, neutral floor cleaners, dust and damp mop cleaners, peroxide-based cleaners, etc.)
- H. Glass Cleaners (including also window, mirror and computer screen cleaners)
- I. Laundry/Clothes Washing Products (including laundry detergents, whiteners, and brighteners; fabric softeners, anti-static products and stain removers, etc.)
- J. Sanitizers and Disinfectants (including antimicrobial surface cleaners, disinfecting restroom and toilet bowl cleaners, antimicrobial mold and mildew cleaning products, food-contact and non-food-contact sanitizers, etc.; excluding hand sanitizers and disinfecting hand soaps)
- K. Specialty Cleaners, Non-Antimicrobial (including, but not limited to, abrasive powdered cleaners; calcium, lime and rust (CLR) removers), cream cleansers; appliance cleaners; furniture polish; stainless steel/metal cleaners/polish; vehicular cleaners; leather cleaners; graffiti and paint removers; gum and adhesive

removers; wallpaper removers; and other cleaning and maintenance products not listed elsewhere in this category description)

- L. Ware washing; Dish washing Products (including hand and automatic dishwashing detergents, rinse aids, etc.)

CATEGORY 2: HAND SOAPS AND HAND SANITIZERS (Minimum 45% discount off list price/10% for dispensers)

This category includes non-antimicrobial hand soaps (both foams and lotions), hair shampoos, and body washes, as well as hand sanitizers (liquids, gels and wipes) and related dispensers.

CATEGORY 3: WASTE CAN LINERS (Minimum 50% discount off list price)

This category includes disposable plastic can liners used primarily for janitorial applications in institutional settings, including trash, recycling and medical waste bags. It also includes compostable bio-plastic bags for use with food waste composting.

CATEGORY 4: DISPOSABLE JANITORIAL PAPER PRODUCTS (Minimum 45% discount off list price/10% for dispensers)

This category includes toilet paper, paper towels, toilet seat covers, facial tissues, table napkins, paper wipers, and feminine hygiene products as well as related dispensing equipment.

CATEGORY 5: GENERAL CLEANING SUPPLIES & RELATED CUSTODIAL EQUIPMENT (Minimum 45% discount off list price)

This category includes a wide variety of general janitorial supplies such as absorbents, brooms, mops, brushes, dust rags and other cleaning cloths, waste containers, gloves, sponges, scrub pads, rechargeable batteries, battery chargers, and janitor carts.

CATEGORY 6: POWERED JANITORIAL EQUIPMENT (Minimum 16% discount off list price/15% for accessories)

This category includes the following battery- and/or electrical-powered equipment: vacuum cleaners, carpet extractors, carpet spotters, auto floor scrubbers, floor burnishers, (propane and non-propane fueled), floor machines, floor sweepers, tile cleaning machines, air movers, power washers, etc.

The category also includes related accessories necessary to operate and maintain powered equipment purchased on this Agreement. Accessories include, but are not limited to, such items as vacuum cleaner bags, toolkits, filters, hoses, belts, floor pads, etc.

CATEGORY 7: DISPOSABLE FOOD SERVICE WARE (Minimum 45% discount off list price)

This category includes utensils, plates, bowls, portion cups, clamshells and other food containers, food service gloves, straws, food service film wrap, hot and cold cups, cup lids, and brown paper bags. Napkins and paper towels are not included, and can be found in Category 4.

II. Related Services

The Coastwide Laboratories' Premier Page program is an Internet-based information and ordering system customized for DAS PS and Authorized Purchasers. The State's personalized pages give 24 hour, password protected access on both PC and Macintosh platforms using standard Internet browsers. The Premier Pages provide many usable features including product ordering for an unlimited number of users, customized and real-time usage reports, and account contact information. The Agreement pricing is listed on the online account, but Contractor is currently working on getting list prices on all items available as well.

Contractor provides the URL for its on-line catalog and ordering system, The Premier Pages, is <http://premier.coastwidelabs.com/>.

Highlights of the Coastwide Laboratories' Premier Page System include:

Quick and Easy Ordering

- Use the Quick Form for easy ordering of contracted items
- Add or remove items from Authorized Purchaser's personal "Favorites" list (customized for each user)
- Check the availability of any item Contractor stocks (including actual Quantity on Hand)
- See the contract price on any item Contractor stocks
- Easily search Contractor's database for any desired item
 - Search by item type
 - Search by item Description
 - Search by Manufacturer
 - Search by Product name or Keyword
- Easy-to-use table based product listings for item ordering
- Save Shopping Carts for placing future orders

Extensive Product Details

Click on any item description to see:

- Dilution ratios
- Case packs
- Complete Catalog descriptions including Recycled content and "Green" Certifications
- Helpful product usage tips
- Easy Access to "Associated Items (For example, displaying associated mop heads when ordering a mop handle)
- Check purchase frequency for any item on a 4 year running basis

Account Management & Training

- Check on order status (For example, is your order "In Transit"?)
- Explore invoice history
- See detailed monthly dollar expenditures for individual Shipping locations

- Customized reports can be made available online for viewing, printing or .pdf download
- Run usage reports based on Total Usage or Product Category
- Control expenditures with our exclusive “My Bank” banking feature
- Custom order routing features and Tiered Order Approvals work the same way Authorized Purchaser conducts business

Features. In addition to its capabilities as a comprehensive information site for data and account management, the Premier Pages provide an easy interface for ordering products. Order makers simply input their desired quantities from a custom list (or a predetermined master list called a “Quick Form”) or add items to their shopping carts. These shopping carts can be sent to Contractor as an order, saved as an “order in progress” to be added to at a later time, or routed via e-mail to a 3rd party for order approval. Contractor’s Premier Pages offers the following:

- a. adhoc reports
- b. tiered approval and tracking
- c. account order history
- d. ability to track orders/status information
- e. ability to view/print usage
- f. print invoices/statements
- g. access to Customer Care personnel
- h. dollar restrictions per order - This is available in both minimum order size and maximum order size.
- i. ability to maintain multiple ship-to locations for orders and billing
- j. acknowledgement after an order has been processed. This is available in .pdf (Adobe Acrobat) format.

The Premier Pages is PCI compliant in all aspects of the order process. No credit cards are stored within the online systems and all Credit Card information is exchanged with 128 bit encryption.

Premier Pages is “Full Service.” All aspects of Authorized Purchaser’s order process are available online – from the entry of the order, to the order confirmation, and finally the delivery status. However, returns cannot be processed through the Premier Pages. Authorized Purchasers must go through customer service for any returns or credits.

Contractor’s e-commerce site does not have any limitations.

All recycled content and information for each product is available on Contractor’s website. When Authorized Purchaser clicks on the item link, he or she will be taken to a detailed description of the item that includes all recycled content information including certifications and eco-labeling.

Contractor's toll free phone number is 888-200-0656. This number is answered by a Customer Care Advisor and allows customers to place orders, ask about orders, price and availability, product information, credit or returns, or any other inquiries a customer may have. The phone system measures how long an Authorized Purchaser waits for his or her call to be picked up and 98.5% of our calls are picked up within one minute or less. Premier Pages also allows an Authorized Purchaser to find the above information on the above information, at <http://premier.coastwidelabs.com/>. Premier Pages are available 24 hours a day, 7 days a week. So, Authorized Purchasers can place orders when it is most convenient for them.

Specific Services Descriptions:

a. Online Ordering: Contractor's system has the following features:

- Online orders placed by 4:00 pm will qualify for next day delivery for customers located in our normal delivery area for contract items. Authorized Purchasers outside our normal delivery area will qualify for delivery within two business days for contract items both in Oregon and Washington.
- Contractor's Customer Care staff is available Monday thru Friday, 7:00 am to 5:00 pm. They are available to handle all orders or any ordering issues that may arise. Contractor also has two Premier Pages specialists that are available from 7:30 am to 5:00 pm.
- The Premier Pages are an extension of Contractor's legacy distribution System. Therefore, all information is "Real Time" and available 24/7. Inventory data is correct "up to the second" and the Agreement price is computed automatically.
- Depending on the "Permission Level" of the user (a "Super User" administrator versus a regular user), specific items or categories of items can be blocked. A Super User can be granted access to all functions of the Premier Pages, while a regular user is limited to defined areas. The Premier Pages simply will not display items in question for the regular user. The most common way of controlling this access is to simply not allow the system to display information for the item (or type of item). For example, "non stock" items can be restricted, or any item designated to be in the product category of an equipment part will simply not show as part of the product offering. These restrictions can be implemented for individual users, customer locations, or designated product categories in our offering.
- Specific information regarding recycled content or other "green" attributes is available in the detailed Catalog description for all items.
- Contractor is willing to explore the ability to interface with a state electronic procurement website in order to provide end users one-stop shopping. Contractor currently offers EDI (Electronic Data Interchange) as an alternate electronic method to exchange information and orders.
- Contractor has just recently released a new edition of its catalog with updated items, descriptions, and certifications. Catalogs and updated contract price guides can be sent to customers on request. Authorized Purchasers can either call the

Customer Care team to request catalogs or pricing guides, or contract their sales representative.

- Contractor accepts payment on Coastwide Credit Accounts or by transaction via Check, Visa, MasterCard, American Express, P-Card, and Cash.
 - Contractor has a top flight passionate Customer Care Team that operates Monday thru Friday from 7:00 am to 5:00 pm. The call center consists of eight Customer Care Advisors and is located in Wilsonville, Oregon. The Customer Care Advisors are available to place orders or answer questions regarding product information, pricing, product availability, delivery status, returns and credits, etc.
- b. Authorized Purchasers can reach Contractor's customer care team via our toll free number, (888) 200-0656 or fax number, (888) 339-8767. The team can also be reached by their individual e-mail addresses. They will respond back to the customer via e-mail within 2 hours of receiving Authorized Purchaser's e-mail. Contractor will assign a Customer Care Advisor upon the request of Authorized Purchaser, understanding that Authorized Purchaser may need to wait or be called back if the Advisor is on the phone with another customer.
- c. In the event of an emergency, Contractor's communication protocol includes the following external and internal options. Externally, Contractor can communicate with Authorized Purchasers through the Internet site, Coastwidelabs.com, our Premier Pages online ordering website, Premier Pages and our customer hotline, 888-200-0656.
- d. Contractor can also communicate externally via normal public media channels. In the event of an unforeseen disruption or pandemic, Contractor will communicate with its associates via the internal email system and intranet website.
- e. The methods of payment Contractor accepts include Check, Visa, MasterCard, American Express, P-Card, and Cash.
- f. If Authorized Purchasers want to purchase on terms, their account will be set up within that same day.
- g. All shipments must be F.O.B. Destination, freight prepaid and allowed for all Authorized Purchasers. Proposer is responsible for filing and expediting all freight claims with carriers. Proposer must pay title and risk of loss or damage charges. All emergency or rush deliveries that require special shipping and handling should be at the ordering entities expense, with prior approval from the ordering entity. Emergency or rush shipping charges must be added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of a contractor's error, all shipping costs must be paid by the Contractor.
- h. Contractor's freight policy for Authorized Purchasers is free freight for Authorized Purchasers in Oregon and Washington. Due to the cost of freight to customers outside of Contractor's normal delivery area, Contractor does request that all orders have a minimum order size of over \$500.00.

- i. **Shipping:** All shipments will include a packing label that includes the information below.
- Authorized Purchaser
 - Delivery Address
 - Ordering entity and floor
 - Contact Telephone number
- j. A packing slip must also be included with each shipment, which must include at a minimum the following information in no particular order: Contractor provides packing slips with each shipment that includes the following information:
- Line item description
 - Quantity ordered
 - Quantity included in shipment
 - Any backordered items
 - Unit Price and extension
 - Number of parcels
 - Purchase Order, Delivery Order
 - Ordering entity name
 - F.O.B.(destination)
 - All information contained on the packing label
- k. **Delivery and Distribution:** For all Authorized Purchasers located in Contractor's normal delivery route, Contractor will deliver their products using our own trucks. Contractor has 17 delivery trucks travelling throughout Oregon and Washington. For those locations outside or normal delivery area, we will use common carriers such as FedEx Freight, UPS, TP Freight Lines, and USF Reddaway. Contractor processes, handles and ships all products for customers. The only exception is when an Authorized Purchaser is located outside the normal delivery route, and in that case Contractor will use an outside carrier to deliver to Authorized Purchaser such as FedEx Freight, UPS, TP Freight Lines, and USF Reddaway.
- l. Standard delivery for Authorized Purchasers located within Contractor's normal delivery routes is next day delivery. For Authorized Purchasers located outside normal routing, we will schedule deliveries depending on the customer's preference, either multiple times a week, weekly, monthly, etc.
- m. Contractor offers several options to expediting deliveries. Contractor has nine showrooms located in Oregon and Washington that are very convenient for rush orders and same day pick up. Contractor also has 37 sales representatives that are available to make emergency deliveries when necessary. And Contractor can also use a common carrier such as FedEx or UPS if a customer needs an order before their normal delivery time.
- n. All Contractor's products are sold to our customers' guaranteed satisfaction. If there are any items ordered or delivered in error, Contractor will be responsible for pickup on all returns on our next delivery. Credit memos will be issued promptly and

restocking charges apply only to specially ordered or "non-stock" products. These restocking charges will vary by manufacturer and will be limited to actual manufacturer charge and freight, if any.

- o. When an order is placed, an auto generated order confirmation can be sent by e-mail or fax to Authorized Purchaser so designated, or both. (Order confirmations can be sent to anyone that the customer designates). The order confirmation lists the all the items on the order, and pricing and will identify any items in backorders status.
- p. If the Authorized Purchaser needs the backordered item sooner than Contractor will receive it, then the assigned sales representative will look at substitution options and work with Authorized Purchaser to determine what will work in the best interest of Authorized Purchaser.
- q. If Authorized Purchaser cannot wait for the item, and there is not a substitution available, then Authorized Purchaser can cancel this item within two days for placing the order and will not be charged for it.
- r. Contractor's trucks deliver from 7:00 am to 3:00 pm, Monday thru Friday. For customers located in our normal delivery routes, it is next day delivery. For Authorized Purchasers located outside our normal routes, Contractor will schedule deliveries to suit Authorized Purchaser's preference.
- s. Depending on daily shipping volume, orders over 400 lbs. or more are palletized and orders under 400 lbs., may or may not be palletized. We have the ability and will accommodate any request to palletize orders of any size prior to delivery. We can make the request part of the customer master file so that the request need only be made once, per location, rather than for every order.
- t. In most cases, additional charges will not apply for inside delivery or setup.
- u. All orders placed before 5:00 pm will be processed that same day.
- v. Delivery Issues: If there is a product delivered that is not to Authorized Purchaser's satisfaction or was not ordered (delivery error), then Contractor will issue a credit memo as soon as the customer contacts either Customer Care or their Sales Representative, and we will pick up the item on Contractor's next scheduled delivery.
- w. Contractor will credit upon Authorized Purchaser notification and Contractor will pick up the product within 15 business days of notification. If for some reason Contractor is are not able to pick the item up timely, then Authorized Purchaser may dispose of the item as they see fit and credit will not be withheld.
- x. Delivery and Distribution of goods shipped:
Wilsonville Distribution Center
10100 SW Commerce Circle
Wilsonville, OR 97070

Medford Distribution Center
2221 Joseph Street
Medford, OR 97501

Auburn Distribution Center
4510 Frontage Rd. NW Ste 102
Auburn, WA 98001

- y. **Fuel Surcharge:** Contractor will not charge a fuel surcharge to the Oregon and Washington state customers. Authorized Purchasers who are located in our regular delivery area will receive their order next day for contract items. Those who are not in our regular delivery area, generally defined as the I-5 corridor, will receive their order within two days of order placement for contract items.
- z. **Billing invoices.** Contractor's billing process ("The perfect order"):
- Orders are picked by warehouseman and staged in a delivery area.
 - Orders are verified by as they are loaded onto the delivery truck.
 - Orders are loaded onto the truck by delivery location
 - Truck driver verifies the accuracy of the order while dropping product off at customer site.
 - Any changes noted by the driver will be checked by manager to see who pulled and verified the order.
 - Contractor provides an invoice for all services rendered and provide a single monthly bill to the Authorized Purchaser.
 - Contractor invoices the Authorized Purchaser with each shipment the day after delivery, either electronically or by mail. Contractor can also hold those invoices and mail them monthly with a summary billing statement.
 - Contractor cycle counts inventory daily to confirm picking accuracy
 - Authorized Purchaser is also encouraged to check the order for accuracy before signing packing slip.
 - Accounting will make adjustment order for any error found prior to invoicing with approval of the warehouse manager.
- aa. **Supporting documentation:** Contractor receives updates on product literature and Material Safety Data Sheets (MSDS) by its vendors on a regular basis to ensure that all our information and documentation is accurate and up to date.
- bb. **Reports:** Contractor has the ability to customize reports depending on our customers' needs. Contractor has created reports that include the product, description, volume, spend, and sustainability attributes for our state customers. Contractor can also calculate the total percent of green products spent during a specific time period. Contractor can run these reports monthly, quarterly, or annually, based on the preference of DAS PS or Authorized Purchaser in either excel or pdf format. Contractor also offers reports that show its order and line item fill rate, order sizes, credit memos, and backorders for a specific time period. Contractor's reporting is

flexible and can be customized for a specific customer. Contractor can create reports that include the following information:

- Fill rate for stock and non-stock items
- On-time Delivery rate
- State of Oregon/State of Washington contract number,
- Usage broken down by state agency, political subdivision and location.
Number of orders placed
- Total dollar value of orders placed during the reporting period
- Average value of each order
- Sustainability certifications and standards (e.g., compliant with US EPA recycled content guidelines) of each product on this Agreement
- Usage Reports: Contractor's standard Usage Reports allow Authorized Purchaser to monitor purchases by site and facility throughout the year and to make year-to-date comparison with the previous year. Usage report include product numbers and descriptions, monthly or quarterly purchase quantity, average price, and total dollar purchases, year-to-date purchase quantity, average price, total dollar purchases, and line item order frequency. Usage reports divide purchases between core and non-core items and subdivide these items into 13 product categories. This format allows a manager to locate critical information quickly. Usage reports are available monthly, quarterly, and annually, by site and consolidated for the entire entity. Usage reports can be sent either by hard copy or electronically. Usage reports can be created in either pdf or excel format.
- Performance Reports: The Performance Report tracks Contractor's delivery record and includes total purchases, average order size, order and line item fill rates and on time delivery rates. Additionally the reports tracks credit memos issued and back orders by line item.
- Green Spend Reports: Contractor also has the capability of creating usage reports that calculate the total green spend during a certain time period. This report includes all items purchased during a specific time period, description, and the total spend of each individual item. Green items are highlighted and totaled at the bottom along with the total spend, and the percentage of green items spent.
- Facility Analysis & Supply Tracking Report: Contractor also offers a more specific usage report, The Facility Analysis & Supply Tracking Report (F.A.S.T. Report). The objective is to provide managers and supervisors with purchasing data that can be used for making cost comparisons, identifying best practices, and making budget decisions. In the F.A.S.T. Report, Contractor can break down each facility's purchase information by the desired unit of measurement, such as square feet or number of employees. The purchase dollars per square feet and purchase dollars per employee figures are then presented graphically for company-wide comparisons. These comparisons

allow facility managers to quickly identify possible cost saving opportunities. The F.A.S.T. report can be sent either by hard copy or electronically.

- cc. **Authorized Purchaser Purchase Order:** If the order is being placed by a Customer Care Advisor via phone call, the advisor will always confirm with the caller the bill-to and ship-to information, the part number, price, availability and the like. If it's an order that was either faxed or e-mailed to our Customer Care Center, the Advisor when entering the order always checks to make sure the order details and price match the order, and will call the customer if any discrepancies appear. If the purchaser is placing their order on Premier Pages, then the pricing will come up automatically when they select the item, so the purchaser can verify the pricing as they place the order online.
- dd. **Contract Pricing:** When Contractor sets a customer up with Agreement pricing, the contracts department has a checklist they are required to use when they attach the Authorized Purchaser to the Agreement. This ensures that every Authorized Purchaser is getting the appropriate pricing for all items. Pricing is locked in for the agreed upon time period, and only the contracts department has access to the pricing. Periodic reviews are performed by Lidia Steven to ensure that all pricing is accurate. The Authorized Purchaser can verify that its pricing is accurate by going on either the ORPIN website that lists our state pricing, or www.coastwidelabs.com/wsca, that also lists the state pricing.
- ee. The cornerstone of every stockless program is a customized order form. The objective in using a customized order form is to standardize product usage around a core set of products (contract items), to minimize the paperwork necessary to conduct a physical inventory of contracted supply items, to determine what quantities are required for the next order cycle, to gain requisition approval, and to expedite error-free order entry, shipment and invoicing. The order forms are customized for each Authorized Purchaser based on its ordering needs. These order forms can be used to aid the purchaser when placing order via the phone, or used to fax or e-mail to Contractor's Customer Care Center for processing. If the Authorized Purchaser wants to block certain items, or allow the purchaser to purchase only the items off the Order Form, Contractor can put a note in the account that doesn't allow any added items on the order.
- ff. The Quick Forms on Premier Pages show real time inventory and availability. It shows the Authorized Purchaser's pricing arranged by category. The form consists of a customized list of products that only approved users are allowed to make changes to.
- gg. Items that are to be backordered or have been discontinued, the Authorized Purchaser will be notified by either their Customer Care Advisor or Sales Representative. If the Authorized Purchaser wishes, it then can elect to be notified immediately after placing the order, via an order confirmation either by e-mail or fax that shows if any orders will be on backorder status. The Authorized Purchaser can discuss the backorder with its rep or advisor to see what the time frame is for the item to be delivered, or to see if there are any other alternatives that are comparable in price and quality to substitute for the backordered item.

For discontinued items, the sales representative will contact the Authorized Purchaser and inform them that an item has been discontinued and will assist them in finding a suitable replacement.

Should other issues exist with the order, the Authorized Purchaser will be notified by their Customer Care Advisor or their sales representative

hh. Repair. In the event equipment repair is required, Contractor offers full service equipment repair with both on-site and in-house service capabilities. Contractor provides service and repair on all major brands equipment. Contractor offers two programs for equipment repair:

a. As needed service:

1. Authorized Purchaser requests an on-site visit

* On-site calls are generally reserved for battery operated equipment larger than 20".

* During these visits, we can work on other equipment as needed

* 24 hour response 70% of the time

2. Equipment is brought by Authorized Purchaser or one of Contractor's trucks.

b. Planned Maintenance: Contractor offers a Planned Maintenance Program to Authorized Purchasers for all battery powered equipment. Contractor's service team is proactive in scheduling these service calls with Authorized Purchaser and makes the calls to fit Authorized Purchaser's window of opportunity. Contractor generally perform these services quarterly, twice a times a year, or annually. The Service Team has a checklist they follow to performs maintenance services for each scheduled piece of equipment.

Contractor provides a pickup and delivery service for maintenance on equipment, at a cost for these services. However, Contractor's pickup and delivery service is no charge when in Contractor's normal distribution area.

Contractor also provides service and repair work on-site. Battery powered equipment above 20" cleaning path and any other battery powered equipment that is non-transportable is serviced onsite.

Contractor will comply with the Not To Exceed (NTE) repair limits, requesting further approval if costs exceed the pre-determined estimate. Contractor understands that it will not be paid for repair work exceeding a pre-determined cost limit and understand that payment will not be authorized without prior approval from the Authorized Purchaser.

ii. Training: Contractor provides all necessary training at no additional cost to the Authorized Purchaser on all aspects of ordering, online ordering, product delivery, product returns, and customer service processes. Training will be provided by the Authorized Purchaser's local Sales Representative, Contractor's IT manager or Contractor's Lead Customer Care Advisor, depending on the level of expertise needed.

Authorized Purchaser's local sales representative is be available for training for customer on-site training. The rep will meet with appropriate staff and walk through Contractor's ordering process and show the Premier Pages in great detail until each staff member has complete understanding of the processes. They will also review any customized order guides that were created so Authorized Purchaser is familiar with the layout and how to find items that may not be on their order guide. The representative will make sure the staff has our toll free customer care phone and fax number for calling or faxing in orders, or for calling to get more information about products, order inquiries, prices, etc. Contractor's sales representatives follow a site survey that lists questions and issues to discuss with Authorized Purchaser to better understand the Authorized Purchaser's needs.

Contractor's Premier Page training is usually conducted in a "hands-on" setting with a personal trainer - either with the IT Manager, Steve Weber, or the Authorized Purchaser's sales representative. The training can be done in either a group setting or one-on-one. The typical Premier Page training session lasts only about a half hour for the basic features, such as how to place an order, look up features like products and their descriptions, pricing, past orders, and the like. The "advanced" features for a Super User (like running sales reports) would last another half hour or possibly more depending upon the persons online ordering capabilities.

The product manufacturer, their distributor, or a third party must offer training or training materials in the proper use of the product. These must include step-by-step instructions for proper dilution, use, disposal, and use of equipment.

Contractor has developed more than twenty training programs for facility maintenance. These programs focus on safety, products, and preferred processes for accomplishing various cleaning and maintenance tasks. Contractor's training programs cover a wide variety of topics ranging from floor, restroom and carpet care to chemical safety and containment of blood borne pathogens and equipment use and maintenance including battery maintenance. These programs are continually updated to stay in compliance changes in regulations and best practices relative to custodial maintenance.

- jj. Emergency Management and Recovery:** In the event of a natural disaster, Contractor deploys various recovery plans, based upon an analysis of the business impact for different scenarios. The local sales representatives, distribution centers, and delivery teams will communicate (phone, e-mail, in person) with the customer the disaster impacts; and implement an action plan based upon the customer needs.

There is always a chance that an unforeseen disaster or event will impact operations, but it is how Contractor handles these situations that make the difference. All of Contractor's locations maintain a Business Continuity/Disaster Recovery Plan to ensure the continued operation of our business should a disaster strike. The plans integrate business risk management, operational risk management and business continuity, and are formally reviewed and updated every quarter.

Key components include:

- Development and testing of well-structured and coherent plans enabling Contractor locations to recover as quickly and effectively as possible from an unforeseen disaster or emergency that interrupts normal business operations
- Cohesive emergency response and crisis management plan
- Internal communications plan to notify teams, activate the plan, assemble personnel, assess damages and declare a disaster
- Plan to recover and restore the technical infrastructure to Contractor
- Organizational structure for implementing the plan
- Information concerning the types of personnel who will be required to implement the plan and definitions of the skills and knowledge required
- Plan to address a pandemic, including travel restrictions for Contractor's employees and alternate site work plans
- Crisis communications plan to notify customers, associates and all key stakeholders of a disaster and Contractor's response

Data Recovery and Online Ordering

- Legacy application, networking, and file storage servers are backed up daily and once per week the backups are stored off site.
- We have a roof-mounted, gas-fired generator as an energy backup that feeds the computer room in case of a power failure.

Disaster Delivery

If there is a catastrophe in any location, Contractor's contingency program will automatically transfer orders to the nearest distribution center which has access to our combined SKU offering.

Warehouse Access

- Inventory is divided amongst three distribution centers (Wilsonville, Auburn and Medford). In case of a fire or earthquake Contractor will have access to other inventory within our system.
- Being part of the Staples team, Contractor has have access to stock in all Staples distribution centers across the country which numbers over forty. The closest Staples distribution centers are Portland, Auburn and the bay area which Contractor can draw products and support from.
- Contractor's Strategic suppliers will give Contractor "order priority" in the event of a disaster.
 - Contractor has multiple strategic suppliers for mission critical products such as disinfectants, hand sanitizers, paper and floor care supplies.

Emergency Contact Phone Numbers

Poison Control/Info:	(800) 222-1222
CRIS:	(800) 808-4691
24-Hr DOT Emergency:	(800) 424-9300

ADT Emergency:

(800) 294-0165

In addition to Contractor's overall Business Continuity Plan, Staples has developed a Pandemic Influenza Plan in accordance with the World Health Organization's (WHO) alert protocol. This plan outlines the policies and procedures that would be implemented by Contractor during an influenza pandemic. It's designed to limit the impact of an outbreak on our associates, their families and our customers by maintaining essential operations and services to whatever extent possible. The plan follows the six phases of a pandemic as identified by the WHO.

Contractor's plan covers the following components:

- Identification of a Pandemic Response team comprised of Contractor's senior leaders from cross-functional areas (delivery, retail, HR, IS, etc.). This team is responsible for:
- Monitoring the situation
- Staying up to date with recommendations from health experts
- Identifying critical functions and staff needed to continue business operations
- Ensuring communication to associates, customers, vendors and suppliers
- Providing for technology to continue business operations

Execution of Contractor Crisis Communication Plan which includes a process and steps for contacting customers, associates and suppliers

- Measures to promote associate well-being. This includes:
- Education on preventive practices (i.e., hand-washing)
- Providing face masks and other protective devices during an outbreak
- The provision of preventative flu shots and vaccines
- Modifying travel and meeting schedules
- Telecommuting and work at home options
- Development of contingency planning to address:
- Associate absenteeism and facility closures
- Continuity of service from vendors, suppliers and other major outside service providers
- Stockpiling supplies (masks, gloves, bleach and anti-bacterial soap) and providing protection for employees essential to the business
- Contractor sales representatives also give out their cell phone numbers to their customers, so in case of an emergency, the sales representative can be contacted by the customer.

III. Implementation and Communication (See Exhibit A-1 for Schedule):

In order to implement the Agreement and Services, Contractor shall:

- i. Switch Authorized Purchasers to the new specified products,

- ii. Stock the new specified products that are not presently in inventory and review current stocking levels for the other items already on the Agreement, making stocking level adjustments as required,
- iii. Communicate with Authorized Purchasers regarding the new specified products and the attendant need for product training relative to chemicals and the need to update customer MSDA files and
- iv. Updating Contractor files for new products, pricing, category discounts and order incentives
- v. Add the New Specified Products
 - Prepare a product “crossover” list for our entire team, reps, customer care, purchasing and warehouse/driver personnel as well as our current WSCA customers. Specifically, the list will focus on the more frequently ordered and volume items presently in use including the new replacement items, if different.
 - Assemble Sales and Customer Care Team to review the Agreement, the crossover list and to discuss points of concern, based upon our “tribal” knowledge gained from working with Authorized Purchasers previously..
 - Ask each sales rep to review each Authorized Purchaser’s usage reports for issues related to product changes that will require, for example, new dispensers, and to prepare a plan for working through any changeover issues with Authorized Purchaser.

vi. Stocking Product for the Agreement

- Contractor Purchasing will review the crossover list and product usage to identify required changes in product alignment and associated stocking levels.
- Establish two new vendor relationships, but we do not see any delays other than normal order cycle times (elapsed time between order placement and product receipt).

vii. Customer Communication

- There is no substitution for good customer communication during this process or at any time. A key element of this communication will be the product crossover list.
- Any snags in switching product will likely be associated with required changes in chemical, soap or possibly paper dispensers. Contractor’s preliminary review suggests there will be limited disruptions because of dispensers.
- Training – All Contractor Sales Representatives are technically trained, particularly with reference to the “chemistry of cleaning”. Training is one of Contractor great strengths and our reps are skilled at training others in product usage and process.

- Updating customer MSDS and emergency response files will be double covered. Sales reps will deliver MSDS and product samples when they initially meet with Authorized Purchasers and Contractor's MSDS software will direct shipping to send a MSDS with the first order of any new chemical new to each "ship to" address.
- viii. Implementation planning for Authorized Purchasers qualified to use the new Oregon and Washington contract, but not currently a customer of Contractor will require a great deal more work including:

- Prepare a list of qualified customers, initially including only those who do not contract out their janitorial maintenance.
- Assign reps by sales territory, and prepare call plans including contract information.
- State Assistance in identifying prospective customers would be greatly appreciated, particularly with reference to obtaining contact names and phone numbers. Additional work is spelled out under prospective customers below.
- Detail the Specific information, resources and assistance Contractor will require from each authorized purchaser to implement the Agreement.

Current WSCA Customers: Given that Contractor likely has better product usage information than most of our customers, Contractor would need very little assistance from the Authorized Purchasers with two exceptions

- If a change is chemical or soap dispensers are is required Contractor would welcome assistance in obtaining an accurate count of dispensers.
- Change can be difficult so Contractor will greatly appreciate the assistance of purchasers in gaining the support of their facility users for the introduction of new products.

Prospective Customers: Desired assistance for prospective Authorized Purchasers includes current product usage information, including dispensers in use information and counts. Absent that information permission to do a survey requiring access to custodial closets, storage area and restrooms for each facility that is support by the purchaser.

- Contractor needs names and contact information for all user or facility management with responsibility for janitorial maintenance.
- Contractor also needs desired delivery frequency, ship-to locations and anything unique or special in the way of shipping requirements like, for example, any special delivery instructions, delivery frequency, and the product must be palletized.

- Contractor also needs billing and ship-to addresses and purchaser and her/his support persons contact information.
- Contractor needs Authorized Purchaser to verify the accuracy of the information collected so our customer master files are correct from the outset.

Change can be difficult so Contractor will greatly appreciate the assistance of DAS PS and Authorized Purchasers in gaining the support of their facility users to the introduction of new products.

Time frame for availability of online ordering system. Please see Exhibit A-1 for the Implementation Schedule

For those Authorized Purchasers who currently use Premier Page on-line ordering system, the availability will not exceed 24 hours. For other Authorized Purchasers, there will be delay due only to the time it takes to demonstration and train user(s) on the use of the Premier Pages and our need to set the Authorized Purchaser up in our customer data base including the needed password(s). The training is generally nominal, a matter of 30 minutes to one hours, depending upon skill level, so scheduling could create a 1-2 day delays.

In either case, when the contract goes live, all pricing, category discounts and incentives will be in effect.

Exhibit B


	STATE OF OREGON	PURCHASE ORDER (PO) NO.	PAGE #		
Authorized Purchaser's Authorized Representative		Purchase Order Date			
Requisition No.					
Contractor Name and Address		Authorized Purchaser's Invoicing Address			
Contractor FEIN	Price Agreement number	Authorized Purchaser's Authorized Representative Email Address			
Deliver to Address		Authorized Purchaser's Authorized Representative Phone and Fax Number			
		Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	
<p>This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Price Agreement _____. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.</p>					
Agency's Authorized Representative to Make Purchase				Date	

Exhibit C

1) VCAF

- a) Contractor shall remit to DAS PS a Vendor Collected Administrative Fee ("VCAF") no later than forty-five (45) calendar days after the end of each calendar quarter.
- b) Contractor shall not reflect the VCAF as a separate line item charge to Authorized Purchasers.
- c) Contractor shall keep records showing the sales of Goods pursuant to this Agreement in sufficient detail to enable DAS PS to determine the VCAF payable by Contractor and further agrees to permit its books and records to be examined from time to time to the extent necessary to verify the Volume Sales Reports. Such examination is to be made at the expense of DAS PS by any auditor appointed by DAS PS who is reasonably acceptable to Contractor, or, at the option and expense of Contractor, by a certified public accountant appointed by Contractor.
- d) In the event that such examination reveals underpayment of the VCAF, Contractor shall immediately pay to DAS PS the amount of deficiency, together with interest thereon at the rate provided in Section 1.3 b). If the examination reveals an underpayment of 5% or more, Contractor shall reimburse DAS PS for the cost of the audit.
- e) The VCAF is a charge equal to One and a half Percent (1.5%) of Contractor's gross total sales, less any credits, made to Authorized Purchasers during the calendar quarter. For purposes of this Agreement, "credits" includes refunds.
- f) Contractor late payments of the VCAF accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.
- g) Contractor shall make VCAF payments by Automated Clearing House (ACH) transactions. Contractor may elect to make payments by ACH Debit or ACH Credit. [Contractor: check one of the boxes below]

X ACH Debit transactions will be initiated by the DAS PS through the Oregon State Treasurer's ACH Network. These payment transactions will occur from a bank account of Contractor's choosing no less than one (1) and no more than five (5) business days following the sixtieth (60th) calendar day after the end of a calendar quarter. Contractor shall submit a signed electronic debit authorization to DAS PS upon request and shall otherwise comply with DAS PS's reasonable instructions to facilitate this method of payment; or

□ ACH Credit transactions will be initiated by Contractor to initiate transfer of funds from a bank account of Contractor's choosing to the bank for DAS PS after Contractor receives from DAS PS a completed authorization agreement for ACH Credits. These payment transactions must occur no later than the forty fifth (45th) day after the end of a calendar quarter. Contractor shall comply with DAS PS's reasonable instructions to facilitate this method of payment.

2) VSR

- a) Contractor shall submit a Volume Sales Report ("VSR") to DAS PS no later than thirty (30) calendar days after the end of each calendar quarter. For the purposes of this Agreement, calendar quarters end March 31, June 30, September 30, and December 31.
- b) The VSR must contain:
 - i) Complete and accurate details of all receipts (for both sales and refunds) for the reported period;
 - ii) The information identified in document titled Volume Sales Report Template - Data Requirement, Format and Layout (Exhibit C-1); and
 - iii) Such other information as DAS PS may reasonably request in writing. Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales or credits. When no sales or credits have been recorded for the quarter a report must be submitted stating "No Sales or credits for the Quarter." This report indicating no sales or credits may be sent by e-mail without any attachment provided the subject title clearly identifies Contractor's company name, the relevant Agreement Number, and the reporting period for the VSR.
- c) Contractor shall provide the VSR in MS Excel (.xls, .xlsx) format. The VSR must be submitted by e-mail unless the size of the file precludes transmission by email. VSR may be submitted by CD if the file precludes transmission by email. CDs must be delivered to: Stacie Younk (503-378-4655). Delivered print outs of VSRs or faxed VSRs are not acceptable.
- d) Contractor shall submit the first VSR to the DAS PS Contract Administrator for review and approval. The approved first VSR and subsequent VSRs must be submitted to vcaf.reporting@state.or.us.

Exhibit D

INSURANCE REQUIREMENTS

1 REQUIRED INSURANCE: Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under this Agreement or any Contract and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS.

1.1 WORKERS COMPENSATION:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

1.2 EMPLOYERS' LIABILITY:

Required by DAS PS

If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage. Contractor shall provide proof of insurance of not less than the following amounts as determined by the DAS PS

\$2,000,000.00 Per occurrence limit for multiple claimants.

1.4 COMMERCIAL GENERAL LIABILITY:

Not required by DAS PS

Commercial General Liability Insurance covering bodily injury, death, and property damage including product and completed operations in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the DAS PS

Bodily Injury/Death:

\$2,000,000.00 Per occurrence limit for multiple claimants

1.5 AUTOMOBILE LIABILITY:

Required by DAS PS

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the DAS PS:

Bodily Injury/Death:

\$2,000,000.00 Per occurrence limit for multiple claimants

1.7 EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance is acceptable. If Contractor is using excess/umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

2 ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

3 "TAIL" COVERAGE:

If any of the required professional liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and DAS PS's acceptance of all Services required under this Agreement or any Contract, or, (ii) The expiration of all warranty periods provided under this Agreement or any Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the

coverage required under this Agreement. Contractor shall provide to DAS PS, upon DAS PS's request, certification of the coverage required under this section.

4 CERTIFICATE(S) OF INSURANCE:

Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Contractor shall immediately notify DAS PS of any change in insurance coverage.

Exhibit E

SPECIFICATIONS

All Goods will meet or exceed the following specifications:

SILENCE OF SPECIFICATIONS: The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for solicitation change during the solicitation process for the Agreement, then Contractor shall be required to provide Goods meeting the Authorized Purchaser's needs with regard to any omitted specification.

ADHERENCE TO THE SPECIFICATIONS: Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to the Authorized Purchaser.

GENERAL SPECIFICATIONS:

A. No products or packaging offered on this Agreement may contain:

- a. Polyvinyl chloride (PVC), polystyrene or other molded plastics
- b. Perfluorinated compounds
- c. Nanotechnology
- d. Nonyl phenol ethoxylate or other Alkyl phenol ethoxylates (APEs)
- e. Triclosan and Tricloban as well as all antimicrobial hand soaps
- f. Lead, mercury or cadmium, including compounds containing these toxic heavy metals
- g. Formaldehyde
- h. Bis-phenol A
- i. Phthalates
- j. Plants or animals that are listed as endangered or threatened endangered by the Convention on International Trade in Endangered Species (CITIES) of Wild Fauna and Flora
- k. Aerosol containers

B. Packaging Requirements:

- a. All products must be manufactured and packaged under modern sanitary conditions in with federal and state law and standard industry practice.
- b. Each case, bottle and container of cleaning and maintenance chemicals must have the following markings in English:
 - i. Name and address of manufacturer
 - ii. Brand name of product
 - iii. Net contents in U.S. standard pounds, ounces, gallons, or fluid ounces

- iv. Directions for use, including recommended use dilution and precautionary handling instructions
- v. Recommended antidotal action, if applicable (English & Spanish)
- c. Packaging must be constructed to assure safe delivery.
- d. Shipments not in accordance with the above will be refused or returned to Contractor, freight collect.

C. Samples

- a. DAS PS may request samples for evaluation and testing.
- b. All samples shall become property of DAS PS. Such samples must be furnished free of charge.

D. Environmental Practices: Contractor shall provide Green cleaning products and promote:

- Toxics reduction
- Water Conservation -
- Energy Conservation

CATEGORY 1: CLEANING AND BUILDING MAINTENANCE CHEMICALS

All cleaning and building maintenance products offered on this Price Agreement must meet the following criteria:

1. No products in this category may be offered in aerosol containers.
2. Proposer is encouraged to provide a broad array of environmentally preferable products meeting these criteria in both concentrated and ready-to-use formulations. Proposer must make dilution equipment available for all concentrated cleaning products.
3. Proposer must agree to provide MSDSs to all end-users requesting them for all products offered on the Price Agreement
4. Cleaning products containing antimicrobial ingredients may not contain carcinogens (e.g., ortho-phenyl phenol, or respiratory sensitizers as identified by the Association of Occupational and Environmental Clinics (AOEC) (e.g., sodium hypochlorite, hydrogen chloride, and quaternary ammonium chloride compounds) or dermal sensitizers (e.g., pine oil).
5. All products offered on this Price Agreement EXCEPT sanitizers and disinfectants must be currently:
 - a. Certified by Green Seal (applicable standards listed in subcategories below) OR
 - b. Certified UL/EcoLogo (applicable standards listed in subcategories below) OR
 - c. Recognized under the US EPA's Design for the Environment (DfE) Safer Product Labeling Program.

Below is a summary of the third party certifications and recognition programs that apply to criteria #5 listed above:

A. Green Seal Standards

1. Green Seal GS-08 (2012), *Cleaning Products for Household Use.*

This standard covers the following types of cleaning products, some of which are ready-to-use formulations:

- Bathroom cleaners
- Carpet and upholstery cleaners
- Glass, window and mirror cleaning products
- General, multi-, and all-purpose cleaners
- Products containing microorganisms and enzymes

This standard can be accessed at:

http://www.GreenSeal.org/Portals/0/Documents/Standards/GS-8/GS-8_Cleaning_Products_for_Household_Use_Standard_Fifth_Edition.pdf

A list of products certified under this standard can be accessed at:

<http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=1>

2. Green Seal GS-37 (2012), *Cleaning Products for Industrial and Institutional Use.*

This standard covers the following types of cleaning products, which are all offered as concentrates:

- General-purpose cleaners (also including all-purpose and multi-purpose cleaners as well as cleaner-degreasers, and cleaner-deodorizers);
- Floor cleaners (including also neutral cleaners and damp mop cleaners)
- Carpet cleaners (including pre-spray, extraction and encapsulation carpet cleaners and upholstery cleaners);
- Glass cleaners (including mirror and window cleaners, and screen and plastic cleaners)
- *Bathroom cleaners* (including non-disinfecting restroom and bathroom cleaners; tub and tile cleaners; shower cleaners; grout cleaners; peroxide-based cleaners; toilet bowl and urinal cleaners; and calcium, lime and rust removers)

This standard can be accessed at:

http://www.GreenSeal.org/Portals/0/Documents/Standards/GS-37/GS-37_Cleaning_Products_for_Industrial_and_Institutional_Use_Standard.pdf

A list of products certified under this standard can be accessed at:

<http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=23>

3. Green Seal GS-53 (2012), *Specialty Cleaning Products for Industrial and Institutional Use.*

This standard covers a wide range of cleaning and building maintenance products in both concentrated and ready-to-use formulations, which include, but are not limited to:

- Dish cleaning products (including both automatic dish cleaners and rinsing agents as well as hand dish cleaning products)
- Furniture cleaners, polishes and waxes
- Deck, siding and outdoor furniture cleaning products
- Disinfectants, sanitizers and other antimicrobial surface cleaning products

- o Graffiti, paint and gum removers
- o Optical lens cleaning products
- o Oven and grill cleaning products
- o Motor vehicle, boat and bilge cleaning products
- o Motor vehicle and boat waxes, polishes, sealants or glazes
- o Motor vehicle windshield washing fluids
- o Stainless steel and other metal cleaning and polishing products
- o Upholstery cleaning products

This standard can be accessed at:

<http://www.GreenSeal.org/Portals/0/Documents/Standards/GS-53/GS-53 Standard Specialty Cleaning Products for Industrial and Institutional Use Second Edition.pdf>

A list of products certified under this standard can be accessed at:

<http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=16>

B. UL/EcoLogo Standards

a. UL/EcoLogo CCD-105 (1997), *Laundry Detergents and Fabric Softeners*

The standard and a list of certified products can be found here:

http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=330

b. UL/EcoLogo CCD-107 (2012), *Odor Control Products*

The standard and a list of certified products can be found here:

http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=340

c. UL/EcoLogo CCD-110 (2011), *Biologically-based Cleaning and Degreasing Compounds*

The standard and a list of certified products can be found here:

http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=455.

Note: this standard does not prohibit asthmagens (unlike GS-37 and CCD-146). If a product is certified under CCD-110, it must also be screened for asthmagens with the following designations: respiratory sensitizers (Rs or RRs), or generally accepted asthmagens (G) as defined by the Association of Occupational and Environmental Clinics (AOEC), which can be found at <http://www.aoecdata.org/ExpCodeLookup.aspx>.

d. UL/EcoLogo CCD-113 (2001, under review), *Drain and/or Grease Traps Additives*

The standard and a list of certified products can be found here:

http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=338

e. UL/EcoLogo CCD-146 (2011), *Hard Surface Cleaners*

This standard covers the following types of cleaning products, which include both concentrated and ready-to-use formulations:

- General purpose cleaners
- Bathroom cleaners (non-disinfecting, including also shower, basin, tub and tile cleaners, grout cleaners, and peroxide-based cleaners)
- Boat and Bilge Cleaners
- Cream cleansers
- Glass and window cleaners
- Degreasers (including products designed to clean cooking appliances and industrial degreasers)
- Motor vehicle cleaners
- Antimicrobial cleaning products (including disinfectants, sanitizers, and mold and mildew cleaners)

This standard can be found at:

<http://www.ecologo.org/common/assets/criterias/ccd-146hardsurfacecleanersnov2010.pdf>

A list of products that are certified to comply with this standard can be found at: http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=371

f. UL/EcoLogo CCD-147 (2007), *Floor Care Products*

This standard covers the following products: floor finish, neutralizers, restorers, sealers, strippers.

The standard and a list of certified products can be found here:

http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=372

g. EcoLogo CCD-148 (2004), *Carpet and Upholstery Cleaners*

This standard covers the following types of cleaning products, which include both concentrated and ready-to-use formulations:

- Carpet cleaners (including pre-spray, extraction and encapsulating cleaners, odor eliminators, and shampoo/bonnet cleaners)
- Upholstery cleaners (including fabric cleaners, stain and spot removers)
- Gum and adhesive removers

This standard can be found at:

<http://www.ecologo.org/common/assets/criterias/CCD-148.pdf>

A list of products that are certified to comply with this standard can be found at:

http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=373

C. US Environmental Protection Agency's Design for the Environment (DfE) Product Recognition Program

This standard covers a broad range of institutional, industrial and household cleaning and building maintenance products. Currently "recognized" industrial and institutional cleaners and building maintenance product include, but are not limited to, the following:

- Air fresheners and deodorizers (including automatic and trigger sprays, gels, liquids, urinal blocks, and odor removers);
- All-purpose, general-purpose, and multi-purpose cleaners
- Bathroom/Restroom Cleaners (non-disinfecting, including toilet cleaners, tub and tile cleaners, grout cleaners and whiteners, de-scalers, crème cleansers, and peroxide-based cleaners)
- Carpet and rug cleaners (including pre-spray, spot and stain removers, upholstery and fabric cleaners, carpet shampoo and bonnet cleaners)
- Degreasers (including cleaners-degreasers, grease trap removers, etc.)
- Dish cleaning products (including automatic dish detergents and rinse aids, pot and pan detergents)
- Floor cleaners (including neutral cleaners, damp mop cleaners)
- Glass cleaners
- Oven and grill cleaners
- Dish cleaning products (including automatic dish detergents and rinse aids, pot and pan detergents, and hand dish washing products)
- Graffiti removers, adhesive removers, brick and masonry cleaners
- Motor vehicle and boat cleaning products
- White board cleaners

This standard can be accessed here:

<http://www.epa.gov/dfe/pubs/projects/formulat/formpart.htm#>

CATEGORY 2: HAND SOAPS AND HAND SANITIZERS.

This category includes hand soaps, shampoos, body washes, and hand sanitizers. All products in this category shall meet one or more of the following criteria as detailed below.

2A: Hand Soaps (foam and lotion formulations; non-antimicrobial)

- All hand soaps, both foam and lotion formulations must meet the following three criteria:
- Contain NO antimicrobial agents, AND
- Be certified by one of the following:
 - Green Seal GS-41 (2011),
Hand Cleaners for Industrial and Institutional Use
<http://www.GreenSeal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=6&sid=29>
 - OR UL/EcoLogo under CCD-103 (2000, under review), *Personal Care Products*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=328
 - OR UL/EcoLogo under CCD-104 (2006) *Hand Cleaners, Industrial and Institutional Use*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=329
 - OR be US EPA Design for the Environment (DfE) Recognized
<http://www.epa.gov/dfe/pubs/projects/formulat/formpart.htm>

- Proposer must offer on the Price Agreement foaming as well as lotion hand soaps as well as matching dispensers. Dispensers must not require batteries to operate. Proposer must offer both individually packaged and bulk soap products on this Price Agreement.

2B: Bar Hand Soaps

- All bar hand soaps offered on this Price Agreement must meet the following three criteria:
 - Contain NO antimicrobial ingredients AND
 - Have NO titanium dioxide or crystalline silica listed on the MSDS

2C: Body and Hair Shampoos

- All body and hair shampoos must meet the following two criteria:
 - Contain NO antimicrobial agents
 - Be certified by one of the following:
 - Green Seal GS-41 (2011), *Hand Cleaners for Industrial and Institutional Use*
<http://www.Greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=6&sid=29>
 - UL/EcoLogo CCD-103 (2000, under review), *Personal Care Products*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=328
 - UL/EcoLogo CCD-104 (2006) *Hand Cleaners, Industrial and Institutional*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=329
 - US EPA Design for the Environment Recognized
<http://www.epa.gov/dfe/pubs/projects/formulat/formpart.htm>
- Proposer must offer matching dispensers. Dispensers must not require batteries to operate. Proposer must offer both individually packaged and bulk soap products on this Price Agreement.

2D: Antimicrobial Hand Sanitizers 8 oz. or greater (including liquid; gel and foam formulations)

- All antimicrobial hand sanitizers, including liquid, gel and foam formulations, 8 oz. or greater, must meet the following criteria:
 - EcoLogo CCD-170 (2010), *Instant Hand Sanitizing Products* certified
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=448,
 - OR**
 - US EPA Design for the Environment Recognized
<http://www.epa.gov/dfe/pubs/projects/formulat/formpart.htm>

2E: Antimicrobial Hand Sanitizing Wipes

- All antimicrobial hand sanitizing wipes and bottles less than 8oz. must contain ethyl alcohol or isopropanol active ingredients only.

CATEGORY 3: WASTE CAN LINERS

Proposer may be asked to provide samples of their products for pilot testing during the

bid evaluation period.

3A: Disposable Plastic Trash Can Liners

- All non-compostable plastic trash can liners (i.e., bags), offered on this Price Agreement shall contain at least 10% post-consumer recycled content, which complies with the US Environmental Protection Agency's *Comprehensive Procurement Guideline for Trash Bags*. An overview of this EPA guideline, including a list of compliant manufacturers, can be found at <http://www.epa.gov/osw/consERVE/tools/cpg/products/trashbag.htm>.
- Proposer must indicate the amount of post-consumer recycled content that is in each bag listed on the bid sheet.

3B: Red Medical Waste Bags

- All red medical waste bags shall be cadmium-free. Proposer must indicate on the bid sheet whether the red bags they are offering are free of cadmium.

3C: Compostable Food Waste Bags

- All plastic compostable plastic food waste bags offered on this Price Agreement must be approved and certified as compostable by the Biodegradable Products Institute (BPI). An overview of this certification, including a list of certified manufacturers can be found at: <http://www.bpiworld.org/BPI-Public/Approved.html>
- Proposers must indicate on the bid sheet whether the plastic compostable bags they are offering are BPI approved.

CATEGORY 4: DISPOSABLE JANITORIAL PAPER PRODUCTS

All products in this category shall meet the criteria detailed in the subcategories below. Verification of certifications and standards outlined in the specifications below must be demonstrated in the following manner:

- To verify products proposed meet the required Green Seal or EcoLogo certifications and/or standards, the product must be listed on the appropriate certifier or product standards list.
- Recycled content, including postconsumer content, must be verified by the manufacturer in one of three ways, listed below. In each instance, the product must show both total recycled content and postconsumer content.
 - Listed by the product SKU# on the manufacturer's website
 - Listed on the product label
 - Verified in writing, by SKU#, by the manufacturer

4A: Toilet Paper, Individual Rolls

All individual rolls of toilet paper, including 1-ply and 2-ply, standard rolls, embossed individual rolls, premium embossed individual rolls, high-capacity toilet paper rolls, controlled-use single rolls, and embossed and premium embossed controlled-use rolls must meet the following three criteria:

- Contain NO antimicrobial ingredients AND
- Either be:

- Certified by Green Seal under GS-01 (2012), *Sanitary Paper Products*
<http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=25> Companies and products listed as "*Recertification Pending" will be accepted because they were previously certified and are upgrading to the new standard. **OR**
 - Certified by UL/EcoLogo under CCD-082 (1995), *Toilet Tissue*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=307
OR
 - Have verification of 100% recycled content with minimum 20% postconsumer content **AND**
- Dispenser appropriate to each product must be offered by Proposer.

4B: Toilet Paper, Coreless and Small Core

All individual coreless and small core rolls of toilet paper, including 1-ply and 2-ply, coreless rolls, high-capacity coreless rolls and small core rolls must meet the following three criteria:

- Contain No antimicrobial ingredients **AND**
- Either be:
 - Certified by Green Seal under GS-01 (2012), *Sanitary Paper Products*
<http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=25> Companies and products listed as "*Recertification Pending" will be accepted because they were previously certified and are upgrading to the new standard. **OR**
 - Certified by UL/EcoLogo under CCD-082 (1995), *Toilet Tissue*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=307 **OR**
 - Have verification of 100% recycled content with minimum 20% postconsumer content **AND**
- Dispenser appropriate to each product must be offered by Proposer.

4C: Toilet Paper, Jumbo Rolls

All 1-ply and 2-ply, Jumbo Senior rolls, Jumbo Junior rolls, and Super rolls, must meet the following three criteria:

- Contain No antimicrobial ingredients
- Either be:
 - Green Seal GS-01 (2012), *Sanitary Paper Products*
<http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=25> Companies indicated
"*Recertification Pending" are accepted because they were previously certified and are upgrading to the new standard. **OR**
 - Certified by UL/EcoLogo CCD 082 (1995), *Toilet Tissue*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=307 **OR**
 - Have verification of 100% recycled content with minimum 20% postconsumer content
- Dispenser appropriate to each product must be offered by Proposer.

4D: Roll and Centerpull Paper Towels

All white or brown, 1-ply or 2-ply, roll towels, hardwound roll towels, universal hardwound roll towels, high-capacity roll towels, centerpull towels, premium high-capacity centerpull towels, perforated roll towels, and kitchen paper roll towels must meet the following three criteria:

- Contain no antimicrobial ingredients **AND**
- Either be:
 - Certified by Green Seal under GS-01 (2012), *Sanitary Paper Products* <http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=25> . Companies and products listed as "*Recertification Pending" will be accepted because they were previously certified and are upgrading to the new standard. **OR**
 - Certified by UL/EcoLogo under CCD-086 (1995), Hand Towels http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=311 or CCD-085 (1995) *Kitchen Towels*, http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=310 **OR**
 - Have verification of 100% recycled content with minimum 40% postconsumer content **AND**
- Dispenser appropriate to each product must be offered by Proposer.

4E: Folded Towels

All white or brown, 1-ply or 2-ply, C-fold, single-fold, multi-fold, Opti-fold, and embossed roll and center-pull paper towels for each product offered must meet the following three criteria:

- Contain no antimicrobial ingredients **AND**
- Either be:
 - Certified by Green Seal under GS-01 (2012), *Sanitary Paper Products* <http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=25> Companies and products listed as "*Recertification Pending" will be accepted because they were previously certified and are upgrading to the new standard. **OR**
 - Certified by UL/EcoLogo under CCD-086 (1995) http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=311 *Hand Towels* or under CCD-085 (1995) http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=310 *Kitchen towels* **OR**
 - Have verification of 100% recycled content with minimum 40% postconsumer content **AND**
- Dispenser appropriate to each product must be offered by Proposer.

4F: Toilet Seat Covers

All toilet seat covers, half-fold toilet seat covers, and quarter-fold toilet seat covers must meet the following three criteria:

- Contain **NO** antimicrobial ingredients **AND**
- Either be:
 - Certified by Green Seal under GS-01 (2012), *Sanitary Paper Products* <http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=25> . Companies and products listed as

"*Recertification Pending" will be accepted because they were previously certified and are upgrading to the new standard. **OR**

- Certified by UL/EcoLogo under CCD-082 (1995), *Toilet Tissue*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=307 **OR**
- Have verification of 100% recycled content with minimum 20% postconsumer content **AND**
- Dispenser appropriate to each product must be offered by Proposer.

4G: Facial Tissue

All facial tissue products must meet the following three criteria:

- Contain **NO** antimicrobial ingredients **AND**
- Either be:
 - Certified by Green Seal under GS-01 (2012), *Sanitary Paper Products*
<http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=25> Companies and products listed as "*Recertification Pending" will be accepted because they were previously certified and are upgrading to the new standard. **OR**
 - Certified by UL/EcoLogo under CCD-083 (1995), *Facial Tissue*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=308 **OR**
 - Verification of at least minimum 10% postconsumer content **AND**
- Dispenser appropriate to each product must be offered by Proposer.

4H: Paper Napkins

All paper napkins and tall fold dispenser napkins must meet the following three criteria:

- Contain **NO** antimicrobial ingredients **AND**
- Either be:
 - Certified by Green Seal under GS-01 (2012), *Sanitary Paper Products*
<http://www.GreenSeal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=25> Companies and products listed as "*Recertification Pending" will be accepted because they were previously certified and are upgrading to the new standard. **OR**
 - Certified by UL/EcoLogo under CCD-084 (1995), *Table Napkins*
http://www.ecologo.org/en/seeourcriteria/details.asp?ccd_id=309 **OR**
 - Verification of at least minimum 30% postconsumer content **AND**
- Dispenser appropriate to each product must be offered by Proposer.

4I: Paper Wipers

All paper wipers, paper wiping cloths, and extra-tough paper wipers must meet the following three criteria:

- Contain **NO** antimicrobial ingredients **AND**
- Either be:
 - Certified by Green Seal **OR**
 - Certified by UL/EcoLogo **OR**
 - Verification of at least minimum 40% postconsumer content **AND**
- Dispenser appropriate to each product must be offered by Proposer.

4J: Feminine Hygiene Dispensing Products

All feminine hygiene products (e.g., tampons, maxipads) must meet the following criteria:

- Contain no antimicrobial ingredients **AND**
- Unbleached, or bleached with totally chlorine free processes (Note: elemental chlorine free, or ECF, does not qualify because it uses chlorine derivatives)

4K: Additional Janitorial Paper Products

All other miscellaneous janitorial paper products offered on this Price Agreement must meet the following criteria:

- Contain **NO** antimicrobial ingredients **AND**
- Be certified by Green Seal **OR**
- Be certified by UL/EcoLogo **OR**
- Have verification of recycled and postconsumer content **AND**
- Dispenser appropriate to each product must be offered by Proposer, as needed.

CATEGORY 5: GENERAL CLEANING SUPPLIES & RELATED CUSTODIAL EQUIPMENT

Specifications for the subcategories of products in this category are as follows:

5A: Batteries

- All batteries offered on this Price Agreement shall be rechargeable nickel metal hydride (NiMH) batteries and shall have a minimum power rating in milliamp hours (mAh)* as follows:
 - AAA batteries (including low-self-discharge/pre-charged rechargeable batteries): 700 mAh
 - AA batteries (including low-self-discharge/pre-charged rechargeable batteries): 2000 mAh
 - C batteries (including low-self-discharge/pre-charged rechargeable batteries): 2200 mAh
 - D batteries (including low-self-discharge/pre-charged rechargeable batteries): 2200 mAh
 - 9-volt batteries (including low-self-discharge/pre-charged rechargeable batteries): 175 mAh

**Milliamp hours (mAh) is a unit for measuring electric power over time. mAh is commonly used to describe the total amount of energy a battery can store at one time. A higher mAh rating means the (fully-charged) battery can power a device that consumes more power and/or for a longer amount of time before becoming depleted and needing to be re-charged.*

5B: Battery chargers

- All battery chargers offered on this Price Agreement shall be ENERGY STAR-rated and included on the current ENERGY STAR list at www.energystar.gov.

5C: Brooms

- All brooms shall be made of plant-based material (except for binding materials and coatings).

- Broom handles, attached or purchased separately, shall be made of wood and shall not contain polyvinyl chloride (PVC).

The State of Oregon reserves the right to prohibit from the Price Agreement any brooms that contain wood that is endangered or threatened endangered according to the Convention on International Trade in Endangered Species (CITES).

5D: Gloves

- All disposable and durable gloves shall be free of PVC and latex.

5E: Mops

- All wet mops and dust mops shall use microfiber mop pads and heads. Frames, handles, and any solution containers shall be designed for use with microfiber pads. Microfiber products help facilities earn credits towards the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) Green Building Rating System for building cleaning and maintenance.
- No products may contain polyvinyl chloride (PVC).

5F: Sorbents

- All sorbents (e.g., absorbents and adsorbents) shall meet one or more of the following standards:
 - Contain 100% total recycled content, which complies with the US Environmental Protection Agency's *Comprehensive Procurement Guidelines for Sorbents* For more information, see <http://www.epa.gov/osw/conserves/tools/cpg/products/sorbents.htm>.
 - Be a Biobased Certified Product by the US Department of Agriculture (USDA) BioPreferred Program.

5G: Sponges

- All hand sponges and scrubbers shall be 100% cellulose or other plant-based fiber, OR contain a minimum of 20% recycled material.

5H: Wastebaskets

- All plastic wastebaskets and recycling containers shall contain a minimum of 20% post-consumer recycled content, which complies with the US Environmental Protection Agency's *Comprehensive Procurement Guidelines for Office Recycling Containers and Waste Receptacles*, available at <http://www.epa.gov/osw/conserves/tools/cpg/products/office.htm>.

5I: Wiping Rags, Cloth

- All reusable cloth wiping rags shall be made of microfiber or recycled-content fabric with a minimum of 10% recycled content.

5J: Other Janitorial Products

- Other miscellaneous janitorial supplies not specified above (including, but not limited to, composting equipment, dust pans, spray bottles, steel wool pads, and

toilet bowl brushes) may be offered on this Price Agreement by the Proposer only if they contain a minimum of 10% recycled content, or are determined to be environmentally preferable by an independent third party organization such as the Forest Stewardship Council, GREENGUARD, US EPA, USDA, UL/EcoLogo, Green Seal, etc.

CATEGORY 6: POWERED JANITORIAL EQUIPMENT

All products offered in 6A – 6E of this Price Agreement must meet the Green Seal GS-42 standards and requirements for Commercial and Institutional Cleaning Services, as outlined in section 2.3 “*power equipment use and maintenance plan*” which can be found here:

<http://www.Greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=3&sid=30>

The GS-42 standards and requirements for each sub-category of products are defined as the following:

6A: Carpet Extraction Equipment

- All carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval. <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/testing-criteria.cfm#extractorsystem>

6B: Vacuum Cleaners

- All vacuum cleaners must:
 - Meet, at a minimum, the Carpet and Rug Institute (CRI) Bronze Seal of Approval requirements
<http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/testing-criteria.cfm#vacuum> AND
 - Operate at a sound level of less than 70 dBA.

6C: Powered Scrubbing Machines

- All powered scrubbing machines must:
 - Be equipped with controls or other devices for capturing and collecting particulates AND
 - Be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids AND
 - Operate at a sound level less than 70 dBA.

6D: Powered Floor Maintenance Equipment (non-propane powered)

- All powered floor maintenance equipment must:
 - Be equipped with controls or other devices for capturing and collecting particulates AND
 - Operate at a sound level less than 70 dBA.

6E: Powered Floor Maintenance Equipment (propane powered)

- All propane-powered floor maintenance equipment must:

- Be equipped with controls or other devices for capturing and collecting particulates **AND**
- Operate at a sound level less than 70 dBA **AND**
- Have low-emission engines certified by the California Air Resources Board under the Small Off-Road Engines or Equipment (SORE) program **AND**
- Be equipped with catalytic and exhaust monitoring systems.

6F: Equipment Accessories

- All scrub pads for use on electric floor machines or automatic scrubbers must contain a minimum of 30% post-consumer recycled material.

CATEGORY 7: DISPOSABLE FOOD SERVICE WARE

All disposable food service ware products shall meet the following criteria:

- Products containing polystyrene or polyvinyl chloride (PVC/vinyl) will not be accepted.
- Products containing perfluorinated grease barrier compounds will not be accepted.
- Vendors shall disclose the contents of all grease barriers used.

In addition, each product shall meet the following criteria, according to type:

7A: Food Service Ware

- All bowls, plates and utensils as well as clamshell containers, other food containers, food service gloves, straws, and food service film wrap must:
 - Be certified by the Biodegradable Products Institute, or equivalent*, for commercial compostability, **OR**
 - Appear on the Cedar Grove Accepted Items list.

7B: Cups and Cup Lids

- All Cups and cup lids must be:
 - Certified by the Biodegradable Products Institute, or equivalent*, for commercial compostability, **OR**
 - Appear on the Cedar Grove Accepted Items list, **OR**
 - Contain a minimum of 20% post-consumer recycled material.

7C: Brown Paper Bags

- All brown paper bags shall contain a minimum of 40% post-consumer recycled material.

**BPI is the primary commercial compostability certifier in the United States. Other international certifiers include AIB Vinçotte Inter: OK Compost (Belgium), the Australian Environmental Labeling Association, Japan BioPlastics Association, and DIN CERTCO (European Union).*

Exhibit F

CONTRACTOR KEY PERSONS AND OTHER STAFF

Jim Evans, Regional Sales Director/General Manager

Roger McFadden, Vice President, Senior Scientist

Lidia Steven, Contract Manager

Stacy Sargent, Oregon Contract Analyst

Jason Overbey, Washington Contract Analyst

Steve Weber, Information Services Manager

Claude Neuenschwander, General Manager, Medford, OR

Eric Johnson, Fulfillment Center Manager for Wilsonville, OR

Natalie Stone, Fulfillment Center Manager for Auburn, WA

Dennis Corning, Controller

Key Persons in Sales Management

Gerald Adams, North Puget Sound Sales Manager

Mark Fisher, Southern and Central Oregon Sales Manager

Tom Schraeder, Northern & Eastern Oregon Sales Manager

Rick Woodward, South Puget Sound Sales Mgr/Sustainability Specialist

Key Persons in Sales – some of the sales representatives with direct WSCA Customer responsibility.

Mike Alm, Southern Puget Sound Senior Sales Representative

Bill Anderson, Southern Oregon Senior Sales Representative

Ryan Baker, Salem and Northern Oregon Coast Senior Sales Representative

Karl Bridenbeck, Central Oregon Senior Sales Representative

Verna Harbaugh, Northern Puget Sound Sales Representative

Scott Hoskins, Central Oregon Senior Sales Representative

Van Johnson, Northern Puget Sound Senior Sales Representative

Will Pons, Northern & Eastern Oregon Senior Sales Representative

Steve Schroeder, Northern Oregon Senior Sales Representative

Key Persons - Customer Service Agents

Dalla Francis, Customer Care Manager

Catherine Hopkins, Lead Customer Care Advisor

Matt Sinclair, Service Manager for Oregon and Washington

Personnel Name	Position
Jim Evans	Regional Sales Director/General Manager
Mark Fisher	Southern and Central Oregon Sales Manager
Tom Schraeder	Northern Oregon Sales Manager
Rick Woodward	South Puget Sound Sales Manager
Gerald Adams	North Puget Sound Sales Manager
Lidia Steven	Contract Manager
Dalla Francis	Customer Care Manager

Administration and Management

Personnel Name	Position	Toll Free Number	Ext
Akervold, Amarice	Washington Service Coordinator	888-200-0656	4915
Anderson, Patty	Washington Credit	888-200-0656	4940
Belcher, Lisa	Contract Analyst	888-200-0656	4943
Bradford, Elva	Senior Purchase Assistant	888-200-0656	7251
Corning, Dennis,	Controller	888-200-0656	4937
Evans, Jim	Regional Sales Director	888-200-0656	4945
Hammill, Katie	Purchasing Assistant	888-200-0656	4991
Johnson, Eric	Wilsonville Distribution Center Manager	888-200-0656	4919
McFadden, Roger	VP, Senior Scientist	888-200-0656	4970
McMahon, Mary	Purchasing Assistant	888-200-	4995

		0656	
Neuenschwander, Claude	Medford Distribution Manager	888-200-0656	4920
Overbey, Jason	Contract Analyst	888-200-0656	4920
Raffaele, John.	Oregon Service Coordinator	888-200-0656	4993
Sargent, Stacy	Contract Analyst	888-200-0656	4946
Sinclair, Ben	VMI Specialist	888-200-0656	4920
Sinclair, Matt	Service Manager	888-200-0656	4916
Steven, Lidia	Pricing Manager	888-200-0656	4951
Stone, Natalie	Auburn Distribution Manager	888-200-0656	4920
Weber, Steve	Information Services Manager	888-200-0656	4947
Zurita, Melynda	Oregon Credit	888-200-0656	4909

Sales and Sales Management

Personnel Name	Position	Toll Free Number	Ext
Adams, Gerald	North Puget Sound Sales Manager	888-200-0656	4920
Alm, Mike	South Puget Sound Sales Representative	888-200-0656	4920
Anderson, Bill	Southern Oregon Sales Representative	888-200-0656	4920
Baker, Ryan	Central Oregon Sales Representative	888-200-0656	4920
Blanchette, Ed	North Puget Sound Sales Representative	888-200-0656	4920
Bridenbeck, Karl	Central Oregon Sales Representative	888-200-0656	4920
Bryant, Scott	North Puget Sound Sales Representative	888-200-0656	4920
Calavan, Kim	South Puget Sound Sales Representative	888-200-0656	4920
Cole, Bart	Northern Oregon Sales Representative	888-200-0656	4932

Collins, J.B.	Northern Oregon Sales Representative	888-200-0656	4935
Chu, Charlie	Facilities Sales Consultant	888-200-0656	4920
Evans, Jake	Business Development Advisor	888-200-0656	4920
Finizio, Victor	Northern Oregon Sales Representative	888-200-0656	4936
Fisher, Mark	Southern and Central Oregon Sales Manager	888-200-0656	4920
Greer, Kevin	South Puget Sound Sales Representative	888-200-0656	4920
Harbaugh, Verna	North Puget Sound Sales Representative	888-200-0656	4920
Hoskins, Scott	Central Oregon Sales Representative	888-200-0656	4920
Johnson, Troy	Central Oregon Sales Representative	888-200-0656	4920
Johnson, Van	North Puget Sound Sales Representative	888-200-0656	4920
Kelly, Patrick	South Puget Sound Sales Representative	888-200-0656	4920
Knight, Greg	North Puget Sound Sales Representative	888-200-0656	4920
Larkin, Dan	Central Oregon Sales Representative	888-200-0656	4920
Main, Thomas	South Puget Sound Sales Representative	888-200-0656	4920
McTiernan, Paul	North Puget Sound Sales Representative	888-200-0656	4920
Miller, Andy	Facilities Sales Consultant	888-200-0656	4920
Moore, Duane	South Puget Sound Sales Representative	888-200-0656	4920
Munson, Bonnie	Southern Oregon Sales Representative	888-200-0656	4920
Oakes, Dave	South Puget Sound Sales Representative	888-200-0656	4920
Padero, Patrick	North Puget Sound Sales Representative	888-200-0656	4920
Pons, Will	Northern Oregon Sales Representative	888-200-0656	4927
Schraeder, Tom	Northern Oregon Sales Manager	888-200-0656	4924
Schroeder, Steve	Northern Oregon Sales Representative	888-200-0656	4928
Shuluk, Ed	Northern Oregon Sales Representative	888-200-0656	4930

Siu, Joseph	North Puget Sound Sales Representative	888-200-0656	4920
Swanson, Dennis	North Puget Sound Sales Representative	888-200-0656	4920
Taisey, Charity	North Puget Sound Sales Representative	888-200-0656	4920
Wagner, Tod	Northern Oregon Sales Representative	888-200-0656	4931
Walker, Mike	Southern Oregon Sales Representative	888-200-0656	4920
Welling, Jeff	Southern Oregon Sales Representative	888-200-0656	4920
Willet, Jack	Northern Oregon Sales Representative	888-200-0656	4926
Woodward, Rick	South Puget Sound Sales Manager	888-200-0656	4920

Customer service agents

Personnel Name	Position	Toll Free Number	Ext
Armstrong, Linda	Customer Care Advisor	888-200-0656	4948
Cphoon, Sarah	Customer Care Advisor	888-200-0656	4998
De Jesus, Robert	Portland Retail Specialist	888-200-0656	4920
Francis, Dalla	Customer Care Manager	888-200-0656	4963
Hopkins, Catherine	Lead Customer Care Advisor	888-200-0656	4997
Hunt, Lisa	Showroom Supervisor	888-200-0656	4923
King, Amber	Customer Care Advisor	888-200-0656	4921
Krochmalny, Tim	Beaverton Retail Specialist	888-200-0656	4920
McDermott, Jake	Lander Retail Specialist	888-200-0656	4920
Mitchell, Makayla	Customer Care Advisor	888-200-0656	4958
Nelson, Randy	Albany Retail Specialist	888-200-0656	4920
Overbey, Donald	Olympia Retail Specialist	888-200-0656	4920
Pruitt, Ross	Eugene Retail Specialist	888-200-0656	4920

Schneider, Tiffany	Customer Care Advisor	888-200- 0656	4955
Schroeder, Mary	Customer Care Advisor/Receptionist	888-200- 0656	4920
Shaw, Penny	Lander Retail Lead	888-200- 0656	4920
Summers, Antwan	Tacoma Retail Specialist	888-200- 0656	4920
Verboort, Byron	Medford Retail Specialist	888-200- 0656	4920

Equipment - Service and Maintenance:

The fees vary depending on type of service needed. A flat rate of \$46.00 is applied to upright vacuums with maximum of 2 hours labor. For larger equipment, the fees start at \$54.00 per hour for both in-shop and onsite equipment service. We offer free pick-up and delivery within our normal delivery schedule. On-site service has a flat rate of \$52.00 per service invoice. Warranty work requires pre-inspection and is to be done by Coastwide authorized service personnel only. Warranty parts, service & travel request are subject to manufacturer pre approval.