

State of Oregon

**PRICE AGREEMENT
WITH**

**WAXIE ENTERPRISES, INC. doing business as
Waxie Sanitary Supply**

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

Price Agreement number 3402

This Price Agreement ("Agreement") is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") and WAXIE ENTERPRISES, INC., doing business as Waxie Sanitary Supply, a private for profit 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 the Price 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 three 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 the Price Agreement for additional periods;
- ii. Amendments to add new Goods within the scope of the Price Agreement, if any, at the prices specified within the Price 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 the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the 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 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. Contractor accepts payments by cash, check and has many customers using EFT to automate the payment process. Procurement cards can be accepted on an order by order basis for order level authorizations or they can be used to authorize a summary invoice containing a number of orders at specific timely intervals.
- 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 represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. 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 shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser at time of delivery at no charge.
- 2.8.7 **WARRANTIES CUMULATIVE:** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this Contract are cumulative, and are intended to afford the Authorized Purchaser the broadest warranty protection available.

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 the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the 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.

Key Persons for Waxie Sanitary Supply for Price Agreement #3402.

Customer Service: Patt Nicols, Customer Service Representative
T: (503) 665.8265 ext.200
F: (503) 674.0005
pnicols@WAXIE.com
4772 NE 190th Lane Building D.
Portland OR 97230

Invoice Remit to address: WAXIE Sanitary Supply PO Box 81006 San Diego CA
92138-1006

Sales: Jeremy Eaton, Sales Manager
T: 800-969-2943
jeaton@WAXIE.com
Cell-3604316289

Contract Administration: Mike Muscara, Corporate Accounts Director
Cell: (480) 213-1709
T: (800) 292-9437
F: (858) 225-0695
mmuscara@WAXIE.com

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: WAXIE ENTERPRISES, INC. doing business as Waxie Sanitary Supply

Authorized Signature: Michael F. Muscara

Printed Name of Authorized Signature: Michael F. Muscara

Title of Authorized Signature: Corporate Account Director

Date: July 11, 2013

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

Michael F. Muscara

Telephone Number of Administrative Contact: (800) 292-9437 x641

Fax Number of Administrative Contact: (858) 225-0695

Email Address of Administrative Contact: mmuscara@waxie.com

Mailing Address of Administrative Contact:

9353 Waxie Way

San Diego, CA 92123

Section 5 – Signature of DAS PS

Agreed: DD

Authorized Signature: Debbie Dennis

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

Date: 7-17-13

DAS PS Contract Administrator (Type or Print):

Ram Johnson

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, per Contractor's then current catalog, available on-line at: www.WAXIE.com, at prices not exceeding the manufacturer's list price and the discounts per category below. All pricing under this Agreement is in U.S. funds.

PRODUCT CATEGORY DESCRIPTIONS

CATEGORY 1: CLEANING AND BUILDING MAINTENANCE CHEMICALS No Less the 40% Discount

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

No Less than 40% Discount

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

No Less than 60% Discount

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

No Less than 40% Discount

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

No Less than 40% Discount

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

No Less than 20% Discount

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

No Less than 40% Discount

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

Contractor shall provide the following:

Service Commitment to Customers and Measurements Used:

Contractor measures order sizes, order fill-rates, order service levels, sustainable (Green) spend, internet order %, core item order %, MW/ESB spend, as well as many other metrics. Contractor shall report to DAS PS as set forth on Exhibit C.

Contractor aggressively manages its business practices by monitoring Key Performance Indicators. Reports are generated monthly and reviewed by the Executive Staff. The data then moves down to each local Contractor Regional Inventory Center, and the General Manager and Department Managers evaluate the results. Action plans are created for continuous improvement, always striving to provide Authorized Purchasers with consistent and quality service.

A few Key Indicators are:

Service Levels	Order Analysis
Fill Rates – Order and Line	Sales Analysis
On-Time Delivery	Delivery Analysis
Green Analysis	Diversity Supplier Sales

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

Customer Service Support staff shall be available by phone Monday-Friday 8am to 5pm Pacific Time. The Sales Consultant or his or her designee shall be available 24/7/365 for emergency service as needed. All Customer Service staff members shall have an assigned back up that is familiar with their assigned customers and able to assist.

Focus on Planning and Demand Forecasting

Currently, Contractor operates as an integrated distribution organization utilizing a single sophisticated warehouse management system with redundant system backup. Each of Contractor's Regional Inventory Centers deploys its external customer service assets based on a market focused strategy. Industry specialists are deployed for Government and Education, Healthcare, Building Service Contractors, Property Management, and Federal Government/Department of Defense.

Inventory Management

Contractor shall institute and maintain an inventory management program for custodial and janitorial products. Contractor shall establishing a par level system for DAS PS and Authorized Purchasers.

Contractor will furnish the Game Plan Program^{TM/MC} for Custodial Workforce Optimization to DAS PS. The Game Plan^{TM/MC} Program is a comprehensive work loading package licensed to use independent area type and task standards developed by APPA (www.appa.org) as well as tasks developed by ISSA (www.issa.com) and leading consultants. The cornerstones of this feature-rich management tool are work loading/work allocation, cost & labor estimation, inspection and reporting for continual optimization of processes and resources. The Game Plan Program^{TM/MC} was developed to help custodial departments optimize labor in the face of budget constraints, headcount reductions, and to further the benefits of clean environments on employee health and performance.

All pertinent information in the Game Plan Program and data reside with DAS PS without the need of a third party provider to access data and run reports. Some highlights of the program:

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

Support Staff

Contractor will provide a highly trained team of professionals to support DAS PS and Authorized Purchasers and their employees. These employees include:

- Dedicated Training and Development to be deployed to Authorized Purchasers' locations to support a variety of training needs.
- Contractor Equipment and Chemical Specialists – Dedicated staff members to support, train and consult on cleaning procedures and efficiencies. Healthy High Performance Cleaning Program (HHPC) – The most comprehensive training and education program for staff that incorporates on the job training tools to support Green cleaning procedures. Includes job performance checklists, HHPC procedures and training posters. Onsite training from HHPC professional.

- Healthy High Performance Customer Communication Program Manual – Comprehensive communication program that supports a commitment to HHPC program with internal customer, external customers and the public. Includes Press release, poster, newsletter, table tents and other templates designed to communicate Authorized Purchaser's commitment to sustainable cleaning.
- Dedicated Account representative: Mike Muscara, Corporate Accounts Director, and designated backup 24/7.
- In case of emergency Authorized Purchaser may contact Contractor's Lead personnel. WAXIE personnel will then contact one of many officers of WAXIE allowed into the building during times building is closed. Please note building is open 24 hours a day Monday through Friday. The need for this emergency plan would then only be needed from approximately 6:00AM Saturday till 6:00AM Monday.
- Complete analysis and consulting on all products used under the Agreement to streamline, economize and suggest alternatives based on the emerging needs of Authorized Purchasers. This includes, but is not limited to addressing all sustainability aspects, purchases from manufacturers, from the minority business community, and mutually devising programs with DAS PS, addressing most effective cleaning processes available from the industry.

Communication:

Contractor will provide Authorized Purchasers with online tools to provide up to the moment information. Contract performance metrics will be available online. In addition Contractor's system will provide administrators a 'view only' customer account so they can see contract pricing in Contractor's system at any time. This allows Authorized Purchaser to perform a pricing audit at anytime. The buyer administrator can request access to any buyer account using Contractor's Web@work internet ordering system to monitor pricing and discount compliance.

Contractor shall provide a contract web page on its website: www.WAXIE.com for the Agreement, with links to Contractor's seminars, ordering system, Green consulting programs, product information and material safety data sheet information. Supplier Performance Reviews will be held quarterly at both the regional and national levels

Continuous Improvement

Contractor offers a "Best in Class" Continuous Improvement/Spend Management Program and will work diligently to continually introduce "Best Practices" to drive out costs, and pursue Contractor's goal of using environmentally safe, recycled products.

Spend Management Program

Contractor shall work with DAS PS and Authorized Purchasers to find the right janitorial and sanitation solutions to balance cost savings with environmental impacts given changing technologies, business requirements, priorities, budgets, customer resource knowledge and availability, among others.

Phase 1 - "Phase 1" of spend management focuses on the following elements:

- Establish quarterly review meetings with key personnel to both identify additional areas of benefit and help leverage the benefits of this Agreement.

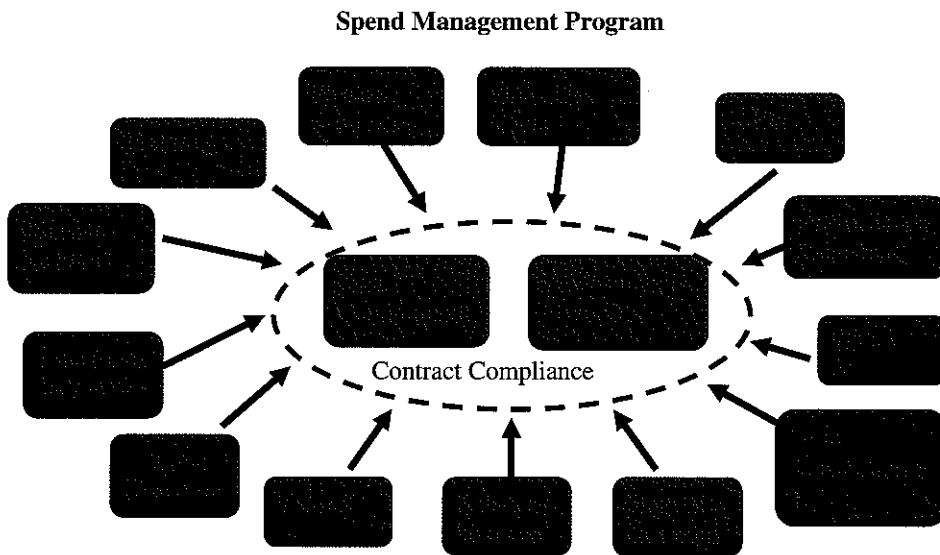
- Development of “Key Performance Indicators” (KPIs) as identified in the sample Performance Dashboard.
- Work with DAS PSe, or any specific Authorized Purchaser to create metrics to achieve their own unique set of goals and objectives of this contract.

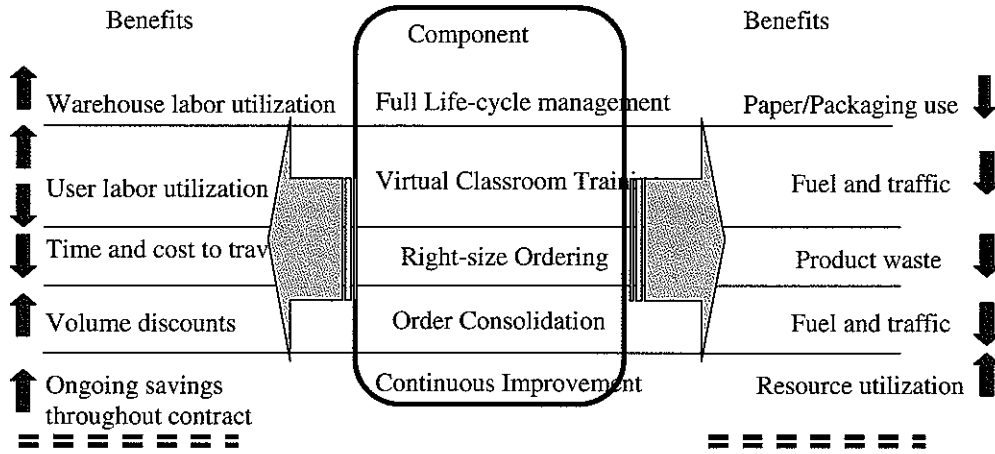
This phase will ensure the resources, KPIs, and goals are aligned properly between all locations utilizing the contract and WAXIE.

Phase 2 – “Phase 2” will build upon the results of the first phase and will be focused on implementing selected advanced opportunities in supply chain management. These can include “bundled” discount drivers, additional order fulfillment programs and enhanced use of available technologies. Phase 2 is typically planned during the 12-month review and sets the priorities for the remainder of the Agreement.

Ongoing - Continuous improvement of processes and product/service options.

The graphic below highlights many of the elements Contractor factors into customizing a spend management program for each strategic account. This list is not intended to be all inclusive.





Spend Management Elements

Contractor's Spend Management Program contains multiple elements that will benefit DAS PS and Authorized Purchasers. Environmental Impact

- Training
- Increased utilization and effectiveness of products.
- Scheduled Deliveries
- P-card/ACH/EFT
- Full Life-cycle Management
- Right-Order Size
- Order Consolidation
- Product Selection
- Balanced Scorecard
- Service Consistency
- Vendor Management Inventory (VMI)
- Savings
- Optimizing Product Mix and Production
- Contract Compliance/Measurement
- Electronic Billing
- Rental Programs
- Leasing Options: It is also possible to lease a machine.
- Diversity

Comment [kjj1]: KJJ COMMENT - Pam would there ever be leasing/rental under this Agreement?

Comment [MM2]: We have included Rental Price and I am sending you the standard Leasing Program option. Let me know whether either is acceptable. Sent Application to Pam for consideration.

TRAINING

All training is offered free of charge to Authorized Purchasers.

The training programs include onsite training seminars at Contractor's various company locations which are 2-4 hours each, as well as various pieces of literature. All training classes and materials are available in English and can be available in Spanish. Contractor's training materials deliberately utilize written information and instructional icons specifically to accommodate staff with learning disabilities or language barriers. These icons are universal and easily understood. Contractor and its manufacturing partners currently have on hand an extensive offering of training materials that are available in various formats such as brochures, CD's, DVD's, YouTube videos, wall charts, job cards, online tutorials and printed training manuals. Training can be accomplished in a variety of methods. Hands-on classroom training is available at either Contractor's location or Authorized Purchaser's site. Alternate training methods include webinar classes and self-study tutorials on Contractor's website. Training materials can be provided in either electronic or print formats. Contractor supports a telephone help desk system for potential questions and also has onsite support available.

Contractor is currently in the process of developing E-Learning as a development tool as well.

Custodial training is conducted by Contractor's Sales Consultants, Chemical and Machine Specialists as well as by Contractor's vendor partners. Contractor has a full complement of training available to meet all Authorized Purchaser training needs including procedures, products and solutions. For Web@work customers, Contractor offers both onsite and WebEx training in how to order online using Contractor's system.

Onsite Product Training

Onsite training is available to all Authorized Purchasers for any and all products they purchase from Contractor. Training is routinely performed on an around the clock basis in order to meet Authorized Purchaser's facility requirements. Contractor utilizes product training specialists for chemicals, hand care and equipment to provide specialized training to contract customers. In addition Contractor utilizes manufacturer's representatives for specialized product training.

Contractor will provide seminar programs to individual Authorized Purchasers to help meet their internal training needs. Contractor provides outside customer service representation to all contract customers for the purposes of demonstrating new products, providing training on all products and providing samples of more efficient and GREEN products, how dispensing systems work and their safe operation to completely training a school districts staff on all aspects of cleaning and maintenance.

- a. Contractor will provide onsite training for product use, equipment operation, and cleaning techniques to any Authorized Purchaser purchasing their janitorial supplies and equipment through the Agreement.
- b. Training can be customized to meet Authorized Purchaser's requirements for content and schedule. Authorized Purchasers operate 24/7/365 and we provide training when the employees are present including nights and weekends.
- c. Contractor offers seminars at all of Contractor's locations open to all customers. These seminars provide in depth information on a variety of cleaning topics and

related areas. A current sample schedule can be found at <http://info.WAXIE.com/events/WAXIE-arizona-events/>

- d. Additional training is offered through Contractor's use of dedicated Chemical Specialists and Equipment Specialists at each location. These experts can provide training at Authorized Purchaser's locations on topics related to cleaning, safety, equipment operation and equipment repair.

Professional Seminar Series

Training on products, processes, technologies, and materials management are incorporated into all of Contractor's spend management programs. Contractor's intention with this vast array of seminars and training is not only to reduce the total cost of ownership (TCO) for Authorized Purchasers, but also manage risk as improvements to products and processes are developed. Ensuring a safe and cost effective janitorial solution is paramount for Contractor. Contractor offers monthly training and seminars in areas such as:

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

These seminars are conducted by Contractor personnel and Contractor's manufacturers' representatives, including:

- Dedicated Training and Development team to support a variety of training needs--topics as agreed to by DAS PS and Contractor.
- Equipment and Chemical Specialists – Dedicated staff members to support, train and consult on cleaning procedures and efficiencies.
- Healthy High Performance Cleaning Program (HPPC) – The most comprehensive training and education program for staff that incorporates on the job training tools to support GREEN cleaning procedures. Includes job performance checklists, HHPC procedures and training posters. Onsite training from HHPC professional.

Training can be conducted in any Contractor's locations or within Authorized Purchaser's facilities

ORDERING AND GOODS DELIVERY (ONLINE CATALOG AND ELECTRONIC ORDERING SYSTEM)

The Online ordering system is available at:

<http://online.WAXIE.com/storefrontB2BWEB/>

WAXIE web@work online ordering recorded training webinar is available to all contract users at WAXIE web@work Training. Please use the password Web@work2013. The password is case sensitive.

Questions can be emailed to Rhammond@waxie.com.

The features and functions of the Ordering and Goods Delivery for Authorized Purchasers under this Agreement will include but shall not be limited to the following:

- Access by standard web browsers-WAXIE web@work is accessible through all standard web browsers including Internet Explorer, Firefox and Safari
- All Goods information such as unit of measure, item status, price, description, photos, MSDS sheets, etc. is visible on the Product Detail Page.
- Stock availability is displayed for each item based upon the appropriate Contractor warehouse.
- Order tracking-Order status is displayed for each order including Entry Date, Estimated Ship Date, Ship Confirmation Date, UPS Tracking Number if applicable, Invoice Number, Invoice Date and Invoice Amount.
- Help functionality-WAXIE web@work is supported via an exclusive email account: support@WAXIE.com.
- Current catalog / price list , discounts, and Agreement pricing will be reflected.
- All items on the Agreement will display an “NPL” icon to the left of the item indicating it is a Core item. Product ordering can be restricted to only the Core items.
- Items outside of the Agreement will be displayed but will not be accessible to purchase due to the Core item restriction.
- **Forced Substitutions:** Forced Substitutions means: “The act of replacing any item with an alternate item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering entity.” Contractor shall not ship alternates or substitute products without prior authorization from Authorized Purchaser. In the very rare instance a product is unavailable Contractor will offer Authorized Purchaser the closest alternate product at the same price.
- Normal delivery of Goods is next business day, for orders placed before 4pm, within Contractor’s vehicle delivery area unless Authorized Purchaser requests a specific delivery date. Outside of Contractor’s vehicle delivery area in rural areas delivery will be within five business days for stocked contract items. Special order or non stock items will be delivered within five days of receipt of the Goods from manufacturer.
- If Authorized Purchaser desires same day delivery, Contractor can accommodate that need, but a same day delivery charge will apply. Authorized Purchaser can, at no charge, also ‘will-call’ the Goods. For Authorized Purchasers that are outside the delivery zone, Contractor can ship Goods via Common Carrier and UPS on a next day basis.

- All shipments are to be delivered directly to the ordering department/division address of the Authorized Purchaser. All shipments must include a packing label that includes at a minimum the following information on the outside of the package:
 - a. Authorized Purchaser
 - b. Delivery Address
 - c. Ordering entity and floor
 - d. Contact Telephone number

A packing slip must also be included with each shipment, which must include at a minimum the following information in no particular order:

- a. Line item description
 - b. Quantity ordered
 - c. Quantity included in shipment
 - d. Any backordered items
 - e. Unit Price and extension
 - f. Number of parcels
 - g. Purchase Order, Delivery Order
 - h. Ordering entity name
 - i. F.O.B.(destination)
 - j. All information contained on the packing label
- All shipments must be F.O.B. Destination from Authorized Purchaser in Oregon and Washington, freight prepaid and allowed for all Authorized Purchasers. Contractor is responsible for filing and expediting all freight claims with carriers. Contractor must pay title and risk of loss or damage charges. Emergency or rush deliveries authorized in advance by the Authorized Purchaser in writing will be delivered on a freight prepaid and added basis. Authorized Purchaser's invoice will include only the exact freight charges incurred for that order with no markup.
 - Delivery and Distribution: Contractor has 90 outside sales representatives and 160 commercial motor vehicles in its fleet equating to over 125,478 feet of cubic volume of product as well as the ability to load and move over 1.8M pounds of merchandise daily. Over 95% of all Goods supplied by Contractor are delivered on a Contractor truck. In addition to our current vehicle capacity, Contractor utilizes UPS and other 3PL carriers for fulfillment to many of the most far flung areas on occasion.

Contractor has negotiated subcontracts with Network Services Company and its 75 affiliates in the United States to expand our offering to all 50 states. Network Services Company, (NETWORK®), unites the very best independently-owned, locally-based distributors into a streamlined collaborative distribution system. With fleets, distribution centers and service representatives in more than 250 locations across North America, NETWORK delivers the efficiency and reach of a major national distributor, but with the customization, personal accountability, and local public sector facility supplies market expertise.

NETWORK has the unique ability to enable local membership distribution to expand its trading geography while delivering a consistent program nationally.

- Return Policy. Contractor shall not charge a restocking fee on stocked inventory items. Authorized Purchaser may return Goods for a variety of reasons to include overstock, customer dissatisfaction, etc. In order to be eligible for full credit on a regular return the item has to be in sellable condition. On all non-stocked items, Contractor will charge a restocking fee as prescribed by the vendor.

Returns should only be given for products that meet the definition of "New" which is in unopened packaging.

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

Determine the expiration date of the product.

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

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

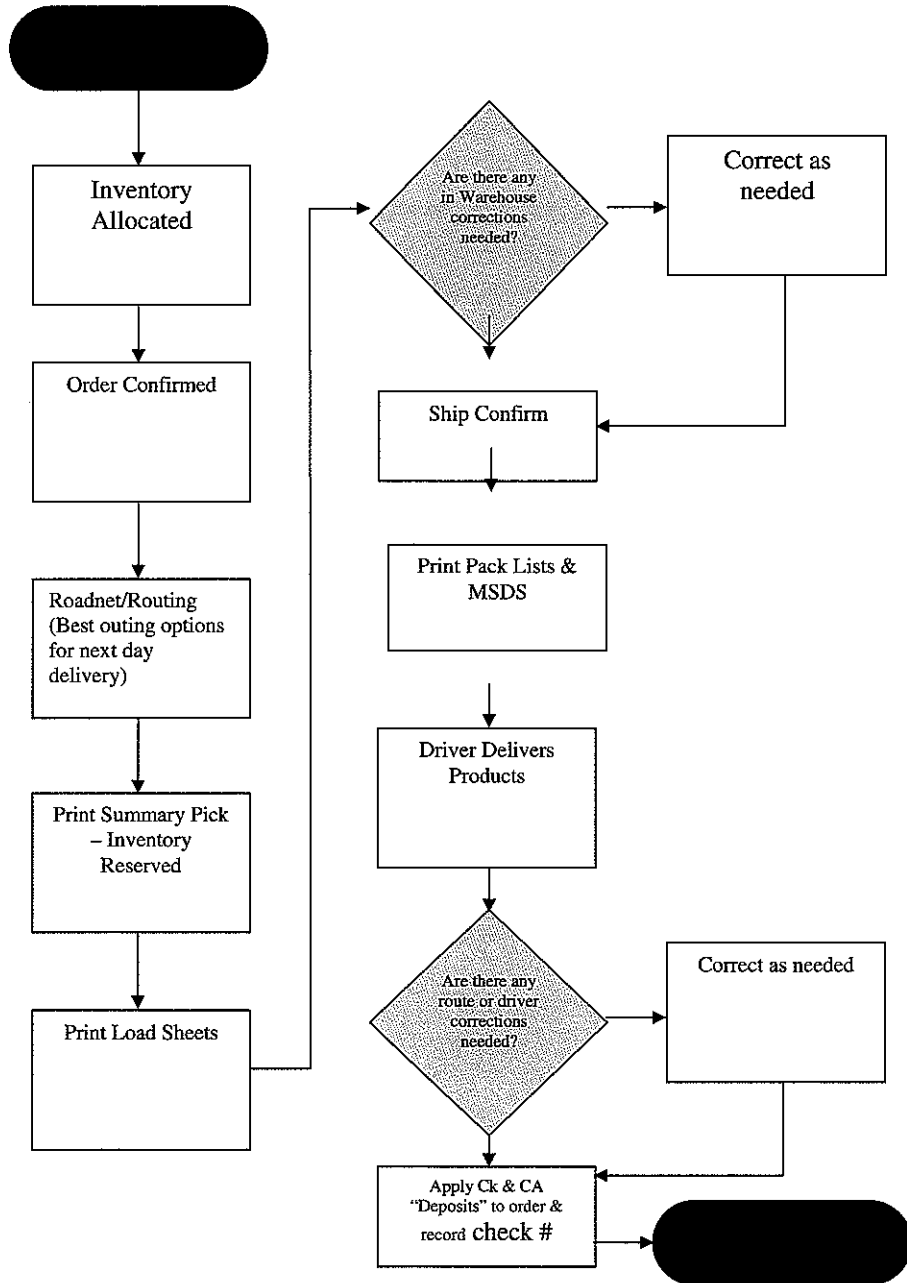
Parts Return Policy:

Parts no older than 30 days from the date of purchase are subject to a minimum of 25% restocking fee based upon the value of the product. (Restock fees may be higher if the vendor charges WAXIE a different amount). Use item 638380 to apply the restock. Customer is required to pay freight on all returns unless otherwise noted – please adhere to the freight policy dated February 2011 to determine how to apply freight on the order. Parts older than 31 days from the date of purchase are not eligible for a return.

- If the Contractor has not picked up or provided for the return of rejected Goods within 15 business days of notification of rejection, Authorized Purchaser may dispose of them as they see fit. Contractor must credit the price of the Goods regardless.
- Contractor's Project Manager/Lead/Account Representative, customer service agents and technical support staff will be available to handle all orders and mitigate all order related technical issues from 8:00 am to 5:00 pm Pacific Time, including State holidays. Response time to Authorized Purchaser's

contact will be within one hour. Contractor shall provide DAS PS and Authorized Purchasers with designated backups in the case of sickness and vacation. Toll Free number is 800-995-4466.

Order Flow:



WAXIE web@work Features

WAXIE web@work has the following capabilities as demonstrated in Contractor's training manual which can be found at http://www.WAXIE.com/webatwork_4.19.06.pdf.

Welcome Screen: The Welcome Screen provides navigation links to all features of web@work. The Welcome Screen is customized for each user.

Search Screen: The Search Screen allows a user searching capabilities based on included or excluded words, phrases or searching within specific categories and/or subcategories.

Browse for Goods: Browse the product categories and sub-categories to quickly and easily find items. web@work identifies Green Goods by highlighting the Good name in bold, Green font. Contractor shall update catalogs and price lists, as necessary.

Search & Browse Results: When an item is located using the Search or Browse option, the item can be quickly added to a shopping cart by entering the quantity needed and clicking the Add to Cart button.

Order Pad: If a user has access to a list of item number (either Contractor item numbers or Authorized Purchaser specific item numbers) the user can enter them in the Order Pad and quickly add them to a shopping cart. This is one option to speed the ordering process.

Line Item Add: Line Item Add provides the user with another option for quickly adding an item to a shopping cart when the item number and quantity are known.

Product Detail Page: The Product Detail Page displays detailed product information including an extended catalog description, additional images, Material Safety Data Sheets, replacement items, complementary items, and additional product literature and product availability. Products may also be added to the shopping cart and/or a shopping list from the detail page.

Keyword Search: The Keyword Search box at the top of the screen provides quick search access using item numbers and key words. The search includes all item names and catalog descriptions.

Shopping Cart: Items that will be ordered are added to a shopping cart. Shopping carts can be stored for up to 14 days for future changes. Each shopping cart give the cart subtotal in the upper right corner. An user can also use a shopping cart to create a user/ship-to defined shopping list. Once the shopping cart is complete, the user will proceed to the checkout page.

Shopping Lists: Each user can have as many user defined shopping lists as required. Each list allows the user an additional option to quickly add frequently purchased items to their shopping cart.

Checkout Page: The checkout page displays all the final order information. The order total is displayed in the lower right corner and includes any discounts. Once the order is placed the user will be sent an order confirmation via email.

Review and Track Orders: The Review Orders link provides visibility to the status of every order in the Contractor system, regardless of entry method. The Order status is displayed for each order including Entry Date, Estimated Ship Date, Ship Confirmation Date, UPS Tracking Number if applicable, Invoice Number, Invoice Date and Invoice Amount.

Shipping locations: Each user can be assigned specific shipping locations to prevent orders from being delivered to incorrect destinations. The shipping location also determines the warehouse used for inventory quantities.

Order History: The Order History displays the specific items that have been purchased in the last six months. Additionally, the hyperlinked item number provides detailed sales analysis of the item history. Authorized Purchaser may view and print history.

Edit Account: The Edit Account link allows the user to update/change their password and password recall question.

Approvers: WAXIE web@work has several types of approvers available.

- User to single approver, each order. Multiple levels available via a “daisy-chain” style approval
- User to multiple approvers based on order value
- User to single approver based on order going above spend management limit for a single ship-to

Any order that requires an approval will have a Submit for Approval button on the checkout page instead of a Submit Order button. The Approver is notified via email that an order needs approval. The original user receives an email confirmation when the approver submits the order. Orders can also be modified and/or denied and sent back the original user.

Account Summary: Account Summary displays the financial information of the customer.

Open and Paid Invoices: Invoices are displayed either in the Open or Paid sections depending upon their status. Each invoice detail displays all the activity for the invoice.

Spend Management: If Spend Management is being utilized, the current spend information will appear in the upper right corner of the window. Spend management is available for a single shipping location or groups of locations called Entities. Each spend management period can be:

- Monthly
- Quarterly
- Annual
- Per PO Number

One Stop Shopping: Contractor's web@work will interface with a state electronic procurement and billing systems in order to provide end users one-stop shopping. Contractor shall provide optimum interface points into SAP's Supplier Relations Management System (SRM) to increase efficiencies for Authorized Purchasers. Contractor's current integration capabilities include the use of cXML, XML, EDI, AS2, and web services protocols as well as traditional flat file exchanges using FTP and email. SAP's SRM application is vast and encompasses many aspects of the supplier/customer relationship. This integration includes but is not limited to 1) the loading and updating of an online catalog within the SRM module or within Contractor's e-commerce storefront, 2) an electronic method of placing purchase orders to Contractor, 3) an electronic delivery of Advance Ship Notices and invoices, 4) custom reporting as needed by DAS PS and Authorized Purchasers..

Manufacturer Support

Contractor is proud to partner with many of the leading manufacturing companies in the world. Some of these manufacturers include Kimberly Clark, Georgia Pacific, JohnsonDiversey (Sealed Air), GOJO, Heritage Bag, Rubbermaid and Nilfisk/Advance. All of these leading companies employ manufacturer representatives who are eager to assist in the training of Authorized Purchaser personnel who will be using their products. In addition, the chemical companies provide 1-800 technical assistance hot lines to help in proper chemical handling and usage. Mike Muscara will work with all DAS PS management to ensure training is scheduled on all chemicals, products and equipment.

Below is a list of manufacturers that present and train at Contractor's seminars and onsite training classes. These individuals are certified trainers as well as experts in their respective fields:

- Mike Sailors, Territory Sales Manager for Ryan, Saffel, & Associates Inc. Mike's territory includes Oregon, Southern Washington and Northern California and handles product training for GOJO, Purell, Unger, Pro-Team, Hospeco, Kaivac, Square Scrub, Big D, Stearns, Viper and Amrep.
- Eric Mitchum, Sales Representative Oregon, 3M products and solutions in the Jan/San Industry.
- John Kirk, Account Executive Washington 3M Cleaning and Protection Products
- John Beers, President and principal of Wind Associates Inc, Seattle/Tacoma, WA area and Dave Morrison is Vice President and principal of Wind Associates Inc. - Andersen, APCD, Best, Bobrick, Carlisle, Ettore, Fresh Products, Koala, Kutol, Lambskin, NACE and Rochester.
- Michael Gibson, Education/Government Sector Specialist, Floor Care, Restroom Care, Carpet Care, and Infection Prevention. He is certified as a GreenGuard and Healthy High Performance Cleaning expert. Michael covers both Washington and Oregon.
- Jeff Newell, Sales Manager for Oregon; Trained to provide sales support and training on material Handling items; all forms of waste opportunities; janitorial, restroom skin care and washroom, and cleaning products.

- Roger Jaenicke, Sales Manager for Washington. Trained to present in-service sessions on Microfiber Cleaning, Material Handling, Waste/Recycling, and Sanitary Maintenance Tools/Accessories. Solution provider for the RCP Washroom Solutions platform, (Air Care, Skin Care, Fixtures for Water Conservation). Represent the RCP products that contribute points towards LEED certification. Certified as a RCP Field Sales Trainer, and ServSafe certified in Food Service.
- Carlos Blandino; assist the sellers in verticals as well as chemicals, paper and equipment. He covers both the Oregon and Washington markets.

Equipment Repair-Preventive Maintenance Programs-Equipment Warranty

Contractor employs a fully staffed equipment service center. This center performs in-house and on-site equipment repair. In addition, to prevent productivity loss, which can lead to higher overall cost and lower building appearance, Contractor's service center offers preventative maintenance programs. These programs are aimed at keeping the contract user's equipment operating without interruption.

Contractor employs a Machine Specialist at all major inventory centers. Machine Specialists are available for onsite consultation for any Authorized Purchaser. In addition to field diagnosis and trouble-shooting, machine specialist provide initial training for new equipment. Machine Specialists also provide equipment maintenance seminars as part of monthly seminar series at each Contractor location.

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

- | | |
|--------------------------------|------------------------------|
| • National Super Service (NSS) | • Powr-Flite |
| • Windsor Industries | • Karcher-Tornado |
| • Nilfisk-Advance | • Hydro-Tek Pressure Washers |
| • Eureka (Sanitaire) | • Alto (Clarke) |
| • Pullman-Holt (White) | • Euroclean (Kent) |
| • Amerivap | |

Parts inventory is kept at approximately \$250,000 at Contractor's Seattle location. Current average turnaround time is 3 days. Authorized Purchasers will have priority over other accounts.

- All repairs are warranted against defects in parts or workmanship for 90 days.
- All charges for Authorized Purchasers for labor and service are discounted 10 %
- Contractor offers rental equipment, if needed, and delivers to any contractor and Authorized Purchaser end user.
- Contractor offers loaner equipment to State Contract users if repair time is lengthy due to parts availability or emergency situations on an as available basis.
- Rentals and loaner equipment is based upon availability.
- Contractor provides maintenance on-site.

- Contractor also provides pick up and delivery at no extra charge.
- On site or telephone assistance for all equipment issues is available through Contractor's Service Center Coordinator, Dave Malloy

Contractor provides several types of equipment repairs services. Each piece of equipment has a preventive maintenance schedule that can be applied using the service fees set forth in _____ . In addition to repair services both on site, and in our shop, Contractor can provide rental equipment on an as available basis for project work and to cover gaps in equipment availability.

These are the repair charge categories and the items available for rental. Providing reasonably priced rental equipment can assist facilities departments with short term, or occasional equipment needs. Contractor also offers trade in allowances when Authorized Purchasers want to upgrade their equipment and have equipment that has value for resale.

Comment [KJ13]: KJ COMMENT -- Pam, is this acceptable?
If so, where are the rates? Can you insert below?
Comment [MM4]: All rates are included in Price Spreadsheet. And we have put them below. This will need to be updated annually as we update the price list.

Item #	Item Description	Rates
638030	20" Floor Machine-Month	\$400.00
638035	Daily Rental Carpet Blower	\$20.00
638090	Wet/Dry Vacuum w/ Tools-Day	\$20.00
638100	Wet/Dry Vacuum w/ Tools-Week	\$100.00
638105	Wet/Dry Vacuum w/ Tools-Weekend	\$40.00
638130	27" or 33" Auto Scrubber-Day	\$125.00
638140	27" or 33" Auto Scrubber-Week	\$500.00
638145	28" Auto Scrubber-Weekend	\$225.00
638210	Self-contained Carpet Extractor-Day	\$45.00
638220	Self-contained Carpet Extractor-Week	\$225.00
638225	SelfContained Carpet Extractor-Weekend	\$75.00
638250	19" 1500 RPM Floor Machine-Day	\$40.00
638260	19" 1500 RPM Floor Machine-Week	\$200.00
638265	19" 1500 RPM Floor Machine-Weekend	\$80.00
638272	Daily Rental-2000 RPM Burnisher	\$50.00
638276	Weekend Rental-2000 RPM Burnisher	\$75.00
638280	Rental Machine Cleaning Charge	\$28.00
638305	Shop Labor - 15 Minutes	\$16.00
638306	Dispenser Installation Charge	\$40.00
638308	Non-Soap Dispenser Installation Charge	\$9.00
638309	Repair or Replace Cabinets	\$0.00
638311	Soap Dispenser Installation Charge	\$6.00
638315	Installation/Repair Charge - 15 Minutes	\$14.00

638317	Bobrick Installation (non-taxable)	\$0.00
638335	Concrete Installation Charge 15 Minutes	\$14.00
638345	On-Site Shop Labor - 15 Minutes	\$20.50
638350	Round Trip Delivery Charge	\$72.00
638351	Round Trip Delivery Fee Rental Equipmnt	\$72.00
638355	On-Site Portal to Portal Charge 1hr.	\$64.00
638520	Daily Rental-28" Ride On Autoscrubber	\$200.00
638525	Weekend Rental 28" RideOn Autoscrubbr	\$400.00
638530	Weekly Rental 28" RideOn Autoscrubbr	\$950.00
638540	Daily Rental-17" Autoscrubber	\$75.00
638550	Weekly Rental-17" Autoscrubber	\$375.00
638560	Daily Rental-20" Autoscrubber	\$125.00
638565	Weekend Rental-20" Autoscrubber	\$187.50
638570	Weekly Rental-20" Autoscrubber	\$500.00
638575	Monthly Rental-20" Autoscrubber	\$1,650.00
638660	Daily Rental-Wide Area Extractor	\$75.00
638665	Weekend Rental-Wide Area Extractor	\$150.00
638670	Weekly Rental-Wide Area Extractor	\$375.00

Preventive Maintenance Programs (PM Programs)

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

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

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

Each account location will be notified of preventive maintenance service calls one week prior to the visit. All details for PM Service will be provided to contract users upon request.

Equipment Warranty











Equipment Warranties are provided by all of Contractor's Equipment Vendors as a requirement for doing business with Contractor. Contractor is providing a 12 month warranty, on all equipment purchased under the resulting contract, against defects in design and workmanship. Contractor's Warranty information for most equipment lines can be made available online via password and will be available for customers on Contractor's contract web page.

Comment [MM5]:
Comment [MM6R5]: The links should work now.

Comment [kjj7]: KJJ COMMENT: If we want to use this table, we will need to make sure the downloads work.

Warranty Information

Equipment

Windsor Labor Time Guides after March 31 2010	549KB	download	
Windsor Warranty AFTER March 31 2010	46KB	download	
Advance L1261A Commercial Warranty Policy 2010	83KB	download	
Electrolux Home Care Products (Sanitaire)	36KB	download	
NaceCare quick_ref_chart_march_1_2009	90KB	download	
NaceCare United States and Canada 2009 Warranty	330KB	download	
NSS Warranty Statement Effective 07 07 10	75KB	download	
ProTeam Limited Warranty	33KB	download	
ProTeam Warranty table_Sept08	133KB	download	
VIPER Warranty 2010	281KB	download	

Dispensers

GENLABS Shelf Life Guarantee	1MB	download	
GENLABS Written Guarantee	1MB	download	
WAXIE Commercial Warranty	1MB	download	

Receptacles

BigBelly Warranty	40KB	download	
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Manufacturing facilities in Oregon:

WAXIE Sanitary Supply
 Inventory Center, Sales and Training Center
 4772 NE 190th Lane
 Gresham, OR 97230
 Georgia Pacific

Albany: Chemical Formaldehyde and Thermosetting Resins
 Canby: Gypsum FireDoor Core®
 Clatskanie: (Wauna) Consumer Products Consumer Products
 Coos Bay: Western Softwood Sawmill Dimensional Lumber
 Eugene: Chemical Thermosetting and Wet Strength Resins
 Halsey: Consumer Products Consumer Products

Philomath: Western Softwood Sawmill Dimensional Lumber
Portland Distribution (3 centers): Consumer Products Distribution
Toledo: Containerboard Linerboard and Corrugating Medium

Distribution outlets in Oregon:

WAXIE Sanitary Supply
4772 NE 190th Lane
Building D
Gresham, OR 97230

Support or training centers in Oregon:

WAXIE Sanitary Supply
4772 NE 190th Lane
Building D
Gresham, OR 97230

Emergency Management and Recovery:

Data Recovery and Online Ordering. Contractor's IT infrastructure is supported by a UPS (uninterrupted power supply) system allowing all primary systems to run in excess of 5 hours in the event of a temporary loss of electricity. If the loss of electricity is longer than 5 hours or in the case of a natural disaster that takes down our systems at our corporate office in San Diego, CA, our disaster recovery (DR) plan will go into effect. All IT systems are replicated to an offsite DR location and will be utilized in the event of an emergency or extended power outage.

Disaster Delivery. Contractor is available to provide disaster recovery and relief for 24/7/365 emergency response. Same-day deliveries are even possible when absolutely necessary.

Warehouse Access. Authorized Purchasers will have access to Contractor's lead consultant assigned to the account and designated backup 24/7. In case of emergency Authorized Purchasers may call Contractor's Lead personnel to alert of the emergency. Contractor personnel will then contact one of many officers allowed into the warehouse buildings during times building is closed. Please note warehouse buildings are open 24 hours a day Monday through Friday. The need for this emergency plan would then only be needed from approximately 6:00AM Saturday till 6:00AM Monday. An officer of Contractor would then open doors and help coordinate pulling and delivery of necessary product to emergency or assist Authorized Purchaser personnel to Will Call items from Warehouse.

Emergency Contact Phone Numbers. Toll free emergency number or (480) 213-1709.

III. IMPLEMENTATION

Contractor shall designate a contract implementation team. The transition will focus on each set of stakeholders. Contractor shall make sure each group is kept well informed about the contract implementation process.

Stakeholders

1. State of Oregon, Department of Administrative Services and State of Washington Department of Enterprise Services
2. Contractor's customers currently using the State of Oregon contract 9475 or Washington State participating addendum 00307.
3. Authorized Purchasers previously using another vendor.
4. Other Authorized Purchasers previously participating in WSCA contract 102-5031-5
5. Eligible political subdivisions in the states of Oregon and Washington
6. All other states and political subdivisions
7. Subcontracting Partners

Each of these stakeholders has both an immediate and long term need for information.

The first sixty days will be a critically important time. The entire implementation schedule is set forth on Exhibit A-1.

All current Contractor customers that want to transition to the Agreement will receive a conversion spreadsheet showing all of the products sold on the old contract and which items to transition to on the new.

Exhibit A-1

IMPLEMENTATION SCHEDULE

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.

Contractor shall make VCAF payments by Automated Clearing House (ACH) transactions.

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 (CITES) 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 - Water conserving retrofits have been installed at each Inventory Center to conserve water.
- Energy Conservation
 - Contractor invested in energy-conserving retrofits for several company facilities which have resulted in reductions of energy consumption and Greenhouse gas emissions, with highlights that include:
 - ENERGY STAR rating of 79 for Corporate Headquarters in San Diego – resulting in a decrease in energy consumption of 10% and an improvement over the previous year’s baseline ENERGY STAR rating of 71.
 - LED lighting retrofit for Corporate Headquarters in San Diego – resulting in a decrease in energy consumption of
 - Solar panel installation for Inventory Center in Santa Ana – resulting in a significant decrease in electricity usage as the solar panels are currently providing approximately 94% of the electricity needed to run the Inventory Center, with usage trending toward net zero energy for this facility by the end of summer 2013.
- Reduction of carbon output/Greenhouse gas emissions:
 - Routing software utilized to streamline routes and minimize travel time (saving fuel and emissions).
 - Through the implementation of Transportation Management System and an ongoing partnership with Penske Lease Trucks
 - Fleet of newer commercial vehicles which not only regenerate the exhaust to provide a cleaner output, but also incorporate a natural additive to the exhaust system to reduce the NOx emissions.
 - Contractor has two delivery trucks powered by CNG (compressed natural gas) which have been deployed on a couple of the longer delivery routes in Southern California resulting in an approximate 20% reduction in Greenhouse gas emissions for those routes.
 - Contractor has piloted hybrid delivery trucks for some of the more “metro” routes which are in tighter geographic areas featuring more “stop and go” deliveries.
 - Goods are sourced from local vendors and warehouses whenever possible to minimize shipping costs and transportation impacts

- Creation of a Corporate Sustainability Report – the first baseline year will be 2012, and Greenhouse gas emissions for each company facility and all company activities will be cataloged.
- Usage of recycled-content products and other environmentally preferable goods and services when operating your business
- Recycling programs are in place for each Inventory Center to divert waste from the landfill. Items diverted from the landfill primarily include wood pallets, plastic wrap and corrugated, in addition to paper, plastic bottles, aluminum cans, and batteries. As a result of recycling efforts, Corporate Headquarters has been able to decrease the number of collections from their waste hauler from 5x per week down to 2x per week, with a significant amount of the material diverted being shrink wrap.
- Video conferencing technology is being utilized to decrease need for face-to-face meetings.
- Conservation of natural resources
- eInvoicing for customers helps to conserve paper
- Web@work e-commerce platform to help conserve paper
- RF technology utilized in warehouse to conserve paper
- Sustainable sourcing and manufacturing practices among your supply chain
- All vendors are required to package their goods in materials that meet the 2007 Comprehensive procurement guidelines. All Contractor branded products are packaged in materials that are made from 100% PCRC. All Contractor labels are made from non toxic ink, all Contractor product literature and that of most of our vendor partners apply the same rules to their packaging and literature.
- Contractor has the largest selection of third party verified paper products available in the United States. The full line of Ecologo, Green Seal Certified, FSC Certified and EPA compliant paper products will be available from Georgia Pacific, Kimberly Clark, SCA Paper Company, American Paper Converting, Royal Paper, and WAXIE Branded.
- Three hundred and seventeen products on our offering are categorized as Green including ninety products in the paper category. All of those products meet and most exceed the EPA requirements for post consumer recycled content. All of these products are on our price list shown in Green type and bolded.
- Contractor branded cleaning chemicals are manufactured in California at a facility which rigidly controls waste and waste water effluents – the plant operator has instituted processes by where any byproducts of the manufacturing process are recycled and diverted from the landfill wherever applicable, and any residual product from batches in mixing tanks is transferred to a separate holding tank which is then used for the next batch when that particular product is being made instead of being disposed of in the waste water.

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:

- o Bathroom cleaners
- o Carpet and upholstery cleaners
- o Glass, window and mirror cleaning products
- o General, multi-, and all-purpose cleaners
- o 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:

- o General-purpose cleaners (also including all-purpose and multi-purpose cleaners as well as cleaner-degreasers, and cleaner-deodorizers);
- o 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
- Graffiti, paint and gum removers
- Optical lens cleaning products
- Oven and grill cleaning products
- Motor vehicle, boat and bilge cleaning products
- Motor vehicle and boat waxes, polishes, sealants or glazes
- Motor vehicle windshield washing fluids
- Stainless steel and other metal cleaning and polishing products
- 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/dfepubs/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/dfepubs/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/conserves/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/consERVE/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/consERVE/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](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-Oregon

Contractor's toll free number is 1-800-995-4466.

Contract Administration:

Mike Muscara-Corporate Accounts Director Tax Supported Contracts

Patt Nicols, Customer Service Representative. Manages customer service functions for all Oregon contract accounts.

Jeremy Eaton, Sales Manager- Manages all aspects of customer relations in Oregon.

Key Personnel Sales and Sales Management

Disadvantaged Business Subcontractors

Oregon and Washington State

The Hughes Group DVBE, SB, 8a SB, MOB, BOB, SDVOB,

Sustain One MWBE

Advantage West (Small Business)

Gould Government Product Solutions, SB, DVBE, SDVOB,
MOB, SDB

Brook's Company SB, SVBE, SDVOB