

State of Oregon

**PRICE AGREEMENT
WITH**

**INTERLINE BRANDS, INC.
doing business as AmSan**

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

Price Agreement number 3403

This Price Agreement (“Agreement”) is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services (“DAS PS”) and Interline Brands, Inc., a Delaware corporation doing business as AmSan (“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 six months as approved by DAS PS. Contractor or DAS PS may provide a list of goods that may be approved and added. DAS PS may prohibit goods on this Price Agreement for environmental health or performance reasons, in addition DAS PS or Contractor may request to add new goods that meet the specifications in Exhibit E. All goods added must be at the same discounts already agreed upon for each category.
- 1.3.6 Contractor may request unit price increases from DAS PS no more often than annually, commencing after the first year. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit

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

1.4 VCAF and VSR

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

1.5 Term of Agreement

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

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

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

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

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

1.6 Insurance

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

1.7 Miscellaneous

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

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

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

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

- i. Amendments to extend the term of 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 shall accept payment by ACH, EFT, or credit card.
- 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.

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: Interline Brands, Inc. doing business as AmSan

Authorized Signature: 

Printed Name of Authorized Signature: MARVIN WEILER

Title of Authorized Signature: PRESIDENT OF WEST, CLEANSOURCE AND AMSAN FOR INTERLINE BRANDS

Date: JULY 1, 2013

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

KELLY TELLEGEN

Telephone Number of Administrative Contact: 503-217-7568

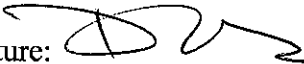
Fax Number of Administrative Contact: 503-691-9466

Email Address of Administrative Contact: Ktellegen@amsan.com

Mailing Address of Administrative Contact: 10680 SW INDUSTRIAL WAY
TUALATIN, OREGON 97062

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: 

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

Date: 7/18/13

DAS PS Contract Administrator (Type or Print):

Pam 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.amsan.com, at prices not exceeding the manufacturer's list price. All pricing under this Agreement is in U.S. funds.

PRODUCT CATEGORY DESCRIPTIONS

CATEGORY 1: CLEANING AND BUILDING MAINTENANCE CHEMICALS

No less than a 30% 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 a 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

Category not awarded

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 a 50% 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 a 35% 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 a 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 a 30% 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's online ordering portal is found at www.amsan.com.

Catalog and Pricing. Within 60 days of the Effective Date, Contractor shall load the catalog and pricing relative to the Agreement into the system that supports Contractor's team nationally and on-line ordering will be available.

All Authorized Purchasers will be coded in the account masters as an authorized user of the Agreement. This process automatically allows this account to gain access to all pricing and terms of the contract. Contractor will also notify DAS PS Contract Administrator of any new members that access the contract and report sales as per contract terms.

Any customer linked to the Agreement will systematically be priced accordingly. In all cases, the item into any system utilizes the same pricing engine so that discounts and contracted prices are consistent. Regardless of the method of placing an order, the invoice and previous purchase orders are available online.

The catalog provides help functions, order tracking, related prompts which open automatically to an items description, part number catalog price, Agreement price and photo. Contractor's Full Line catalog including current list price and the Agreement price for all items must be available in Contractor's online system.

All pricing is set per contract terms and cannot be changed or altered without approval from DAS PS Contract Administrator.

Ordering. An Authorized Purchaser may order products in a variety of methods: online, customer service, email or fax. Emailed and faxed orders are automatically integrated into a customer service representatives work queue and hold the same service level agreements for processing.

Contractor's toll free phone number for ordering is: 1-888-820-6515 .

Hours of operation for Oregon and State of Washington is 5am -5pm Pacific Time

Day: Monday through Friday

After hours emergency number is: 503-317-7568

Off- line ordering is can be accomplished in three ways:

- 1) Call dedicated customer service team:
 - @ 541-225-9167 for Oregon Carlee Miller/Debbie Jepsen
 - @ 509-483-7114for Washington State Teresa DeVitis/Debbie Clifton
- 2) Fax customized order form to 503-961-9466
- 3) Calling a dedicated sales professional assigned to specific locations (accounts) the

Sales Professional is critical to effective customer service for off line purchasing. This Person has complete contract information, pricing and service specifications. Sales Professionals are trained to assist the total customer experience. Each participating member will have a sales professional to assist with completing accurate transactions.

Contractor shall provide a wait time to place order of less than three (3) minutes.

Online ordering capability must provide for or include the following:

- a. Online orders placed by 4:00 pm shall qualify for delivery within 2 business days for both Oregon and Washington.
- b. Customer service agents and technical support staff to handle all orders and mitigate all order related technical issues from 8:00 am to 5:00 pm.
- c. The ability to see real-time product availability and Authorized Purchaser's contracted pricing once the user has logged on. Once the user logs on, the contracted price is displayed. Prices are kept current because the website is fully integrated into the pricing engine that is used for non-web order entry. Inventory availability is also a dynamic call to the inventory management system that only looks at availability relative to the DC's that service the customer ship-to. In addition to real-time pricing and inventory availability, the user can also see how the product is being shipped (local truck, LTL, drop ship, or UPS) and the anticipated delivery window.
- d. Full access to the broad assortment of JanSan, MRO and facilities maintenance sku offering. If desired, DAS PS or Authorized Purchaser can host a customized product offering, displaying only the items DAS PS elects to publish to the website and displaying the Agreement price. By selecting the "Enable Customized Product Offerings," the website offers step-by-step instructions for the setup and ongoing maintenance of the customized catalog. Administrators can add and remove items to be published to Authorized Purchasers. Custom product offering functionality works best if the product offering is limited to 3000 items.
- e. Product data is stored in the Product Information Management system and is the single repository for all product attributes such as green certifications, size, color, etc. All third party certifications are stored and available. If an item meets EPA requirements as outlined in USGBC LEED program that is identified, at this time, the Product Information Management system does not collect recycled content as an attribute. Contractor constantly expands and improves its descriptive attributes about the Goods and what may be included in a future release. To compensate, Contractor shall work with each facility and promote products that have recycled content in compliance with the contract.
- f. Customized shopping list can be created with proposed usage information (new accounts) or with usage data (current accounts). The information can be a simple order form on the web or a hard copy for offline purchasing. Also Authorized Purchaser can request that the information be formatted as a custom catalog. These custom catalogs not only contain product descriptions and code numbers but also color pictures of the item. Both shopping lists and custom catalog can have just approved items to purchase and restricted items. If the Authorized Purchaser requires specific items not on the shopping list, those "proprietary

items” can be requested Contractor will source and price those items which will add automatically to the shopping list and custom catalog. Authorized Purchaser also has the ability and control to develop its own shopping list directly from the Interline Brands.com website. It is simply a point and click process to build any list required. Authorized Purchaser can have an unlimited number of shopping lists based on any department, job task or location. These shopping lists also allow the end user to print inventory labels with Barcodes that have picture of product and a min max code box (see example). This allows for a seamless inventory management system using three excellent tools to manage flow.

Authorized Purchaser Purchase Order. Contractor shall never process an order without proper Authorization from purchaser. Account orders can be restricted in the system to never process without purchase order being approved. If an Authorized Purchaser has several people ordering on the web, all orders will go through an authorization process developed by the account.

Order Acceptance. Authorized Purchasers who place orders online will receive an order confirmation via email once the order has been accepted into the system.

Delivery. Metropolitan areas will be delivered next day. Two days is the Maximum shipping time for orders placed by 4pm in other areas. Proof of delivery can be obtained via the online system or with a call to customer service.

Contractor has 3 distribution facilities in Oregon.

AmSan Portland 16,820 sq. ft.
10680SW industrial Way, Tualatin. Or. 97062
Phone: 503-891-6321 Fax: 503-691-9466

AmSan Eugene
10,500 sq. ft.
700 Conger, Eugene, Or. 97402
Phone: 541-342-5473 Fax: 541-484-9769
Emergency Contacts
Craig Johnson: 541-228-1298
Scott Eller: 541-501-2419

AmSan Salem
3,500 sq. ft.
2921 22nd Street SE, Salem, Or. 97302

***These same centers operate as a sales and training center as well.

Contractor can service / deliver to all Authorized Purchasers throughout the state with its own delivery trucks in the major metro areas (i.e., up the I-5 corridor from the Oregon/California border up to Everett, the area surrounding Spokane—to Montana, Yakima, Port Angeles) and all other markets are typically serviced in 1 – 2 days via UPS or Peninsula Trucking. Contractor has more than 54 locations throughout the US, so

Contractor can service customers via our delivery trucks or through UPS / Common Carriers that may access this Agreement.

Freight/Shipping. All shipments must be F.O.B. Destination, 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. All emergency or rush deliveries that require special shipping and handling should be at the ordering entities expense, with prior approval from the ordering entity. Emergency or rush shipping charges must be added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of a Contractor's error; all shipping costs must be paid by the Contractor.

Contractor has a \$250.00 minimum order requirement for free freight. There is a \$25 charge for any order less than \$250.00. If an Authorized Purchaser requires special shipping and handling for emergency or rush deliveries, Contractor will identify best available options to satisfy the customer. Contractor has national agreements with UPS and Fed Ex among other common carriers in order to minimize the expense. If agreeable, Contractor will then execute the order and bill Authorized Purchaser for the freight on a separate line item.

The system can maintain multiple ship-to locations for orders and billing. When checking out, Authorized Purchaser are asked to confirm shipping location, payment method and can view items by delivery method (next day, 2 day, drop ship etc). In this process the user or the Approver can edit the cart. Upon checking out, an email notification will be sent to the user.

An Authorized Purchaser user can place orders for multiple ship-to locations; however, the user cannot direct the same order to multiple locations. The user would create a favorites list of the first order, change the shipping location and convert the favorites list into the second ship to order.

All shipments are to be delivered directly to the ordering department/division address, 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: Sales Support can produce a label that has this information when an order is placed or we set-up a ship-to for every 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 (Entered at time of order entry either on line or via customer service.)
- i. F.O.B.(destination)
- j. All information contained on the packing label

Tracking Orders. When viewing invoices or order, delivery tracking information is available online. This includes viewing local tuck or parcel status.

Billing. Contractor shall provide an invoice for all Goods and Services rendered and provide a single monthly bill to the Authorized Purchaser. Billing invoices are compiled from Contractor's master set up system to ensure correct shipping location, delivery instructions and purchase order authorization. Contractor shall set up each Authorized Purchaser with specific billing information as required.

Minimum requirements such as, no shipping without proper purchase authorization, no back order, ship complete and specific delivery instructions, are examples of requests made by customers on billing invoices. This information is coded to each invoice and cannot be altered unless requested by the customer. Payment terms will be in accordance with contract terms and clearly posted on Billing

Back Orders. Authorized Purchaser can get immediate notifications of any backorders multiple ways:

- Online or web orders: Authorized Purchaser is immediately notified of the backorder and can either delete or modify the line item based on his or her choosing. He or she have the option to immediately contact customer service or a Sales Professional that can begin the service recovery for backorders than cannot be substituted.
- If the order is placed with customer service, notification is immediate and will determine how notification is made.
- Web order: during confirmation all backordered are displayed. At this point the Authorized Purchaser can decide to change item, delete item or allow the backorder.
- Customer service call in order: all backorders are communicated by customer service at time of entry. Authorized Purchaser is given option to change item, delete item or allow backorder.
- Faxed orders: Authorized Purchaser is called by sales professional to alert them of backordered item. Authorized Purchaser is given the option to change, delete or allow item to backorder.

Customer will always get an email confirmation of any order placed whether on or offline. This email will show if any items are backorders. Also, the Sales Professional will receive the same notification. This is a check in our process to make sure that everyone is aware and proactive.

If a backorder item is needed and cannot be substituted, or deleted, the Sales Professional will begin the expedite process with customer service and merchandising as necessary. The following steps are taken:

- Identify the drop dead date for the item and confirm delivery of the product to the supporting warehouse.
- If the item will not be there in time, all other warehouses are checked for available inventory. This is all visible online. If stock exists Contractor will either route it to the supporting warehouse or directly to Authorized Purchaser via best freight option.
- Contractor checks its redistribution partners for inventory and cut a PO immediately for product pick up
- If no inventory exists, Contractor follows up with the supplier to confirm if the product is in transit or still at the factory.
 - If at the factory, Contactor identifies what milestones are needed to ready the product for shipping. Contractor reviews the milestones, and work the issues to overcome identified delays. Once completed, Contactor fast tracks to route the shipment with best case option to meet Authorized Purchaser demands.
 - If the product is in route, Contractor determines any points where Contractor can accelerate the arrival including changed method, reroute, or pick up via our trucks.
 - Contractor will keep Authorized Purchaser notified of the order status and work contingency plans.
 - Contractor will consider buy out options of other distributors at its own expense.

Deleted or discontinued items are rare but handled by 30 day notification to Authorized Purchaser. Recommended replacements must meet or exceed the replace item. Contractor will alert Authorized Purchaser and offer samples of replacement if needed as per contract terms. When Contractor is notified of a product discontinuance, Contractor runs usage reports for the affected items to determine the impact on Authorized Purchasers while at the same time developing solutions for Authorized Purchaser to satisfy the needs served with that Good.

This information is distributed to the Sales Professionals and customer service to notify Authorized Purchaser and review the potential replacements. Upon agreement from Authorized Purchaser, Contractor will revise the order pads of Authorized Purchaser accordingly.

Forced Substitutions. Forced substitutions will not be accepted. For the purpose of this Agreement, “forced substitution” 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.”

If an ordered item is out of stock, Contractor shall notify Authorized Purchaser for prior approval before substituting for the out of stock item. The practice of forced substitution will not be accepted.

Reporting. Contractor shall provide reports as requested and agreed to with DAS PS and Authorized Purchaser. Authorized Purchasers can view, export and print usage reports. All reports can be exported into excel for further analysis.

All usage reports pull directly from the master file and are 100% accurate to shipping location or master billed to account. Usage reports will show everything purchased during a specified period. This report can be sorted by: category, item usage, green items, fill rates or history. The report can be by line item, pie graph or bar graph. These reports will also show special orders or off contract purchases. The Authorized Purchaser will always have complete and transparent information on complete account history.

Usage reports and adhoc reports are available online for green certification reporting, usage reporting, and top products. For green reporting, Authorized Purchaser can select all products or only green certified products, the certification type, the start and the end date. Authorized Purchasers can generate the report including the invoice date of purchase, invoice number, order number, product description, vendor and many other attributes.

Equipment Warranty. Contractor shall provide the maximum manufacturer’s warranty available. All equipment purchased will have enclosed warranty statement clearly posted.

Equipment Maintenance: For equipment that requires Service and Maintenance, Contractor shall provide service and maintenance at all locations. Equipment service is designed based on the needs of the specific customer. Contractor offers programs such as preventive maintenance performed as directed by Authorized Purchaser. Contractor is flexible on whether the customer prefers site based survey of equipment or pick up in shop survey.

There is no cost for pickup and delivery of equipment for service

Repair. Contractor shall provide repair as requested by Authorized Purchaser. Contractor shall stop any repair exceeding a pre-determined cost limit and understand that payment will not be authorized without prior approval from the Authorized Purchaser. Contractor will never repair any machine without prior approval from the customer. The authorization is in writing and signed by Repair tech and Authorized Purchaser.

Account History. Authorized Purchasers can also see all invoices and historical purchase orders for the past two years online. Authorized Purchasers can select an invoice or a purchase order and view the invoice detail. Authorized Purchasers can also generate and save the invoice detail as a PDF.

Two full years of account order and invoice history is available on line. There a multiple options for sorting the history including by date, order number, invoice number and purchase number. Order and invoice history can be viewed in detail and exported to a PDF for printing.

Training. Contractor shall provide training on its order process at any time Authorized Purchaser requires with no limitations. Training can be performed via webinar, phone conference, in person with Authorized Purchaser, or on the web site as a self-guided training. Training can be conducted by Contractor's dedicated customer service professional assigned to the account, IT training specialist, or the Sales Professional assigned to the account. Training includes:

- 1) how to set up the on line account
- 2) setting up a favorite list of items
- 3) placing orders
- 4) searching inventory
- 5) how to find the green products
- 6) how to get shipping confirmations
- 7) search history: invoice, POD's, usage history, Green product history
- 8) how to set up authorization levels buyers vs. administrator
- 9) setting budgets and GL coding

Contractor's customer service reps are always available to help any Authorized Purchaser if he or she has questions.

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

Security. Contractor's websites are very secure and follow PCI rules for data encryption and credit card data handling. Passwords are one-way encrypted. A password change utility is available online in the event an Authorized Purchaser user forgets the password. Credit card data is not stored anywhere on the website. All credit card data is stored behind our firewall in the ordering system, is encrypted using 256 bit encryption, and only displays the last 4 digits to the user if multiple credit cards are on file.

Contractor's websites use industry standard security measures with firewalls and demarcation zones with WAF (wide area firewalls) to monitor and monitor and proactively block penetration attempts.

Administrators can also set up and deactivate a user account. This is important should an employee(s) leave to not have access to our ordering platform.

To check inventory availability, favorite lists, administration feature and reporting, an Authorized Purchaser user must have a valid account and sign on.

Other Features. There are other features available on the site. If DAS PS or Authorized Purchaser desire other features, Contractor demonstrate those at DAS PS' or Authorized Purchaser's request.

Using the Website:

Contractor will work with DAS PS and Authorized Purchasers to demonstrate the platform and walk all users through the configurations necessary to launch the DAS PS website. The process begins by establishing an account with the appropriate properties (or subaccounts / ship to's) that will be placing orders. Next, Contractor shall load contract specific item pricing into our backend ordering system. Once the pricing and payment terms are set up, the website configuration process would begin.

The Website Setup Process

Administrative features allow the DAS PS Administrator to effectively manage the web experience for all Authorized Purchasers. The Authorized Purchaser Administrator can register a user and de-active a user if the employee leaves. The Authorized Purchaser Administrator can activate workflow approvals, tying users to approvers. The Administrator can set shopping preferences such as requiring PO's on all orders and setting email recipient (i.e., Accounting, Sales Professional, others) notification upon placement of an order. There can be multiple administrators. This allows local administrators to maintain the security and workflow authorization for a group of accounts.

Authorized Purchaser Administrators can also manage the quote approval process (workflow) which has multi-level approval process and allows for multiple approvers to be notified that a quote needs approval.

There are four roles to select from: Basic, Buyer, Approver, and Administrator.

A Basic user can only select items and build a quote. Thereafter, using workflow, the quote is placed in the Approver's work queue. The Approver can review, remove, add and approve the quote for submission as an order. A Buyer has the ability to place items in a quote and follow the same approver workflow while also having the ability to submit order directly. This is used in instances where less restrictive lockout functionality is required and is often accompanied by manual policy. An example may be a buyer who has the rights to place all orders for repair items but is required to obtain approval for capital items. An Approver and an Administrator can create orders, edit and remove line items from an order, approve the order, or send the order back to the Buyer or Basic User to submit the order. In all cases, the Basic User, Buyer and Approver have complete visibility to all work items in their queue, even those submitted for the Approver. Additionally in all cases, each role in the work order approval process will receive email notifications when an action is required and can click on the link in the email to go directly to the action item needing attention.

Additional information about approver restrictions and configurations are detailed below:

Set Up Process

Authorized Purchaser Users log in using an email address and a secured password. Upon authenticating, the user can view DAS PS Agreement offerings, pricing, and available quantities to ship. Authorized Purchasers can search by part #, key work, manufacture #, msds and other key indexed fields. The website uses a state-of-the-art search engine that is configured for the janitorial, plumbing, and maintenance and repair industry. Features such as spelling correction, thesaurus, "did you mean," and most popular search phrases are embedded into the search engine to make finding an item easy. Users can also narrow their search results by price, manufacturer, "green" and other attributes displayed on the left navigation pane.

While shopping, users can compare up to four items. This allows the user to quickly compare items based on a narrowed item selection process. Additionally, users can sort their search results by prices high to low, low to high, description, top picks and best sellers.

Item search results also display icons that can visually describe must know information about the item. When hovering over the icon, a descriptor explains the icon meaning. The green icon denotes to the user that there is a green certification associated with the item. Additionally, users can view and print out MSDS sheets online.

While shopping, the Authorized Purchaser can click on the Quick Info button to get relative information about the product without losing their search results. Both the Quick Info and the Product Information page are prompts which open automatically to an items description, part number catalog price, contract price and photo.

Favorite lists are fully supported, including creating a user-specific favorite list, creating a favorite list to be shared across users, and creating a favorite list shared access users and updated by multiple users. Authorized Purchasers can also generate an "Auto-Updated Favorites List" which dynamically rebuilds the favorite list based on recent purchases. This feature can also be used to generate a current "usage report" of spending. Favorite lists can be exported to excel and used to generate shopping cart items. DAS PS or Authorized Purchaser account representative or customer service can assist with the bulk uploading of favorite lists to all user accounts and train on favorite lists.

Shopping Cart Experience

During the shopping and check out process, the Authorized Purchaser can sort the cart by price, item number, manufacturer name and category. Where Goods are available in multiple units of measures, the user is allowed to select the appropriate order multiple. In the shopping chart, the Authorized Purchaser can see if the freight minimum has been achieved per the contract terms. The website is configurable to either suggest or require a PO# be entered for each order. In the cart, promotion codes can be applied. In all circumstances, the price listed in the cart is your contracted price.

The site is fully integrated with workflow approval for turning a quote into a PO. Workflow management is used to display and manage quotes. Once created, an email notification is sent to the Approver(s) with a link to directly get to the Approver's quote administration queue. Approvers can approve, submit, reject and change quantities and items in the quote. Notification is then sent back to the originator with the updated action.

A variety of quote approval options are available depending on Authorized Purchaser's business rules and/or the individual placing the order. Buyers can be restricted to a set dollar limit in the cart and when the limit is reached, quote approval is initiated. There can unlimited number of Approvers in the approval hierarchy. Each approval hierarchy level can be configured with an increase dollar approval level or with unlimited dollar approval level. Additionally the approval hierarchy can be escalated based on user defined wait times. For example, if the Approver has not taken action on a quote within 24 hours, they website will automatically move to the next approver in the hierarchy. This is important when Approvers are not available or are on vacation.

PUNCHOUT CAPABILITIES

Contractor supports both the hosted catalog solution and punch-out integration solutions. In the case of the punch-out integration solution, DAS PS can have its own skinned website that utilizing Contractor's page frames but is identified by DAS PS logo and marketing content. Contractor's system follows the published cXML standard, version 1.2.014 and supports the following punch-out processes:

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

Contractor has integrated with a variety of platforms and portals including DSSI, SCIQest, SAP, Oracle, Yardi SiteStuff, Nexus, ePlus, eSpendwise and many others. Contractor has dedicated staff to onboard partners for single and double punchouts (i.e., round trip). In addition to punchout capabilities, Contractor offers full EDI integration using SPS Commerce as its on-boarding partner.

The output is a full catalog with cover sheet, product images, description, Agreement price, barcodes, and an indexed table of content sorted by the product category. Once in PDF format, Authorized Purchasers can email the PDF copy of the custom product catalog. Emailing "hardcopy" custom catalogs saves paper and is part of our desire to help companies go green.

Exhibit B

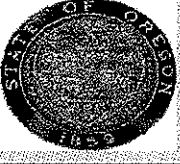
	STATE OF OREGON	PURCHASE ORDER (PO) NO.	PAGE #		
Authorized Purchaser's Authorized Representative		Purchase Order Date	Requisition No.		
Contractor Name and Address		Authorized Purchaser's Invoicing Address			
Contractor FEIN	Price Agreement number	Authorized Purchaser's Authorized Representative Email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

Exhibit C

1) VCAF

- a) Contractor shall remit to DAS PS a Vendor Collected Administrative Fee ("VCAF") no later than forty-five (45) calendar days after the end of each calendar quarter.
- b) Contractor shall not reflect the VCAF as a separate line item charge to Authorized Purchasers.
- c) Contractor shall keep records showing the sales of Goods pursuant to this Agreement in sufficient detail to enable DAS PS to determine the VCAF payable by Contractor and further agrees to permit its books and records to be examined from time to time to the extent necessary to verify the Volume Sales Reports. Such examination is to be made at the expense of DAS PS by any auditor appointed by DAS PS who is reasonably acceptable to Contractor, or, at the option and expense of Contractor, by a certified public accountant appointed by Contractor.
- d) In the event that such examination reveals underpayment of the VCAF, Contractor shall immediately pay to DAS PS the amount of deficiency, together with interest thereon at the rate provided in Section 1.3 b). If the examination reveals an underpayment of 5% or more, Contractor shall reimburse DAS PS for the cost of the audit.
- e) The VCAF is a charge equal to One and a half Percent (1.5 %) of Contractor's gross total sales, less any credits, made to Authorized Purchasers during the calendar quarter. For purposes of this Agreement, "credits" includes refunds.
- f) Contractor late payments of the VCAF accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.
- g) Contractor shall make VCAF payments by Automated Clearing House (ACH) transactions. Contractor may elect to make payments by ACH Debit or ACH Credit. [Contractor: check one of the boxes below]
- h)
- i) ACH Debit transactions will be initiated by the DAS PS through the Oregon State Treasurer's ACH Network. These payment transactions will occur from a bank account of Contractor's choosing no less than one (1) and no more than five (5) business days following the sixtieth (60th) calendar day after the end of a calendar quarter. Contractor shall submit a signed electronic debit authorization to DAS PS upon request and shall otherwise comply with DAS PS's reasonable instructions to facilitate this method of payment; or
- X 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
- Energy Conservation
- Reduction of carbon output/Greenhouse gas emissions:
- Conservation of natural resources

Some key initiatives include:

- **Transportation**
 - A routing software system was implemented companywide that has reduced miles driven per truck thereby reducing diesel fuel use 25,000 gallons per year.
 - We are installing aerodynamic nose cones on all trucks that has improved our MPG from 7 to 8. This is for a fleet that drives over millions of miles per year.
 - We are currently evaluating leasing Hybrid Bobtail Delivery Vehicles that could improve MPG by over 30%, from 8 MPG up 11 MPG.
 - The current Interline Brands Fleet is upgraded on a regular basis and because of this we already meet the CARB Truck Exhaust Regulations for 2011. we meet the 2012 guidelines as well.
- **Facility - Other**
 - All HVAC systems in each of our facilities are serviced on a quarterly basis to maximize efficiency.
 - All HVAC thermostats are set electronically to reduce use at night when the offices are empty and at “reasonable” levels to maintain employee comfort during the day.
 - Where possible all servers have been eliminated and a “virtual” system is being utilized to reduce electric needs of the previous systems.
 - “Green” products are used in all facilities for all cleaning supplies, paper supplies, hand soaps, etc.
 - In line water filtration systems are used in all facilities instead of water bottles and or water delivery services.

- All facility lighting systems have been replaced with energy efficient bulbs, ballasts, and auto shut off motion sensors.
- All locations sort their regular trash from their recycled trash.
- All office furniture is re-used/re-furbished, instead of buying new.
- All warehouse racking is re-used/re-furbished, instead of buying new.

- **Customer Service - Sales**
 - Customer catalogs are available on line or via CD which reduces waste.
 - MSDS Sheets are available on line which reduces waste.
 - Deliveries are signed for by customers via hand held device which can be re-created electronically, thereby reducing the need to copy and send back up paperwork if requested.
 - Orders can be paced on-line thereby reducing the need to fax in orders which reduces waste.
 - We will pick up any used pallet from customer delivery locations and re-use or recycle them.
 - A custom box cardboard was created that can be re-used multiple times for customer deliveries which reduces waste.
 - All Sales Representatives have been supplied with BlackBerry Cell Phones so they can reduce visits to the office to check "email" which reduces fuel consumption.
 - We have LEED Accredited and CMIS Certified Sales Representatives to work with customers on their cleaning needs.
 - We offer SMART Assessment, a proprietary program that provides a complete bundle of value added tools that promote sustainable building care.

- **Vendors and Suppliers**
 - Vendor consolidation is a key initiative, thereby maximizes what is delivered at one time from one supplier vs. multiple products from different suppliers which reduces fuel consumption.
 - All shrink wrap that we receive from our suppliers is crushed, bundled and recycled.
 - All pallets we receive from suppliers are reused or recycled.
 - Vendor invoices are sent and paid electronically whenever possible which reduces waste and storage space.
 - Recycled Content, Environmentally Friendly and Green Certified Products:
 - We continue to expand our environmentally friendly and green product offerings as products become commercially available. We offer a full line of EPA compliant, 100% recycled and sustainable forestry products. All our liners meet the EPA guidelines for recycled content. We also offer a full line of compostable and biodegradable liners. We have a complete offering of green seal and other 3rd party approved green products to assist customers in becoming totally sustainable.

- We have many bio based products and more being introduced everyday by our suppliers.
- We do sell energy star rated appliances. We also recycle appliances we replace.

CATEGORY 1: CLEANING AND BUILDING MAINTENANCE CHEMICALS

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

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

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

A. Green Seal Standards

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

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

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

This standard can be accessed at:

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

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

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

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

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

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

This standard can be accessed at:

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

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

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

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

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

- Dish cleaning products (including both automatic dish cleaners and rinsing agents as well as hand dish cleaning products)
- Furniture cleaners, polishes and waxes
- Deck, siding and outdoor furniture cleaning products
- Disinfectants, sanitizers and other antimicrobial surface cleaning products
- 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.aocedata.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/dfc/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/dfc/pubs/projects/formulat/formpart.htm>
- Proposer must offer on the Price Agreement foaming as well as lotion hand soaps as well as matching dispensers. Dispensers must not require batteries to operate. Proposer must offer both individually packaged and bulk soap products on this Price Agreement.

2B: Bar Hand Soaps

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

2C: Body and Hair Shampoos

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

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

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

2E: Antimicrobial Hand Sanitizing Wipes

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

CATEGORY 3: WASTE CAN LINERS (This Category is not Awarded)

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/conserva/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>

6B: Vacuum Cleaners

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

6C: Powered Scrubbing Machines

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

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

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

6E: Powered Floor Maintenance Equipment (propane powered)

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

6F: Equipment Accessories

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

CATEGORY 7: DISPOSABLE FOOD SERVICE WARE

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

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

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

7A: Food Service Ware

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

7B: Cups and Cup Lids

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

7C: Brown Paper Bags

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

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

Exhibit F

CONTRACTOR KEY PERSONS AND OTHER STAFF

Contractor Key Persons:

Kelly Tellegen, Regional Sales Manager-Oregon-main contact

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Pat Chittim, Regional Sales Manager

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Marcia Schneider, Customer Service

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Contractor support staff is as follows:

Oregon support Team		
Location	Ops	Admin
Eugene	6	2
Salem	1	1
Portland	6	1

AmSan Sales Supporting Oregon			
Sales	Territory	Position	Toll Free Number
Eric Nash	Portland Metro/McMinnville	Sales Professional	1-800-942-4385
Cris Carter	Longview/Olympia	Sales Professional	1-800-942-4385
James Davis	Eugene / Springfield	Sales Professional	1-800-942-4385
Helene Tolleson	Eugene / Springfield	Sales Professional	1-800-942-4385
Norm Daniels	Bend La Pine	Sales Professional	1-800-942-4385
Paul Legere	Salem / Bend	Sales Professional	1-800-942-4385
Richard Bowers	Salem Corvallis	Sales Professional	1-800-942-4385
Dave Rider	Portland Metro Beaverton	Sales Professional	1-800-942-4385
Suzan Allen	Portland Metro	Sales Professional	1-800-942-4385
Jason Lester	Portland	Sales Professional	1-800-942-4385
Mark Baldwin	Medford Falls	Sales Professional	1-800-942-4385
Kelly Tellegen	Portland	RSM	1-800-942-4385

TRANSFER OF RIGHTS AND OBLIGATIONS AND CONSENT

FID # 58-1853319

Agreement # PA3403

This Transfer of Rights and Obligations (this "Transfer Agreement") is entered into by and between Interline Brands, Inc. dba Am Sam ("Contractor- Assignor") and Home Depot U.S.A., Inc. ("Assignee") with respect to all rights and obligations of Contractor-Assignor arising out of the Agreement (defined below). Capitalized terms used but not otherwise defined have the meaning given to them in the Agreement.

RECITALS

Contractor-Assignor entered into a certain Price Agreement PA 3403 dated July 18, 2013, as amended from time to time, with the State of Oregon Department of Administrative Services (the "State") to provide **Janitorial Supplies and Industrial Paper Products (Including Custodial Equipment and Incidental Services)** (the "Agreement"). Authorized Purchasers have issued purchase orders and other contracts under the Agreement.

The Agreement contains a provision that Contractor-Assignor shall not assign, delegate or otherwise transfer any of its rights or obligations under the Agreement without first obtaining the written consent of State.

Contractor-Assignor desires to assign all rights and delegate all duties arising under the Agreement and Assignee is willing to accept and assume the assignment of all such rights and the delegation of all duties arising out of the Agreement as applicable.

Both parties to the Transfer Agreement desire to induce the State to give its written consent to the Transfer Agreement and the assignment, delegation and assumption of the Agreement.

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Transfer Agreement, the receipt and sufficiency of which are hereby acknowledged, Contractor-Assignor and Assignee mutually agree as follows:

1. Assignment of Rights and Transfer of Obligations

Contractor-Assignor hereby (a) assigns all of its right, title and interest to and under, and (b) delegates all of its duties to and under, the Agreement to Assignee effective as of the date Contractor-Assignor transfers its assets, liabilities and operations to Assignee (the "Transfer Date"). A true and accurate copy of the Agreement is attached hereto.

2. Acceptance of Assignment and Delegation and Assumption of Agreement

Assignee hereby accepts the assignment from Contractor-Assignor of (a) all right, title and interest in and (b) the delegation of all duties arising out of the Agreement and assumes and agrees to perform all obligations of Contractor-Assignor in strict conformance with the terms, conditions, requirements and specifications therein including all amendments, if any, of the Agreement from and after the Transfer Date.

3. Inducement to State to Accept Assignment

As an inducement to the State to accept the assignment and delegation contained in the Transfer Agreement, Contractor-Assignor and Assignee agree as follows:

(a) Assignee Performance Guarantees

Assignee agrees to perform and comply with all of the obligations contained in the Agreement in strict conformance with the terms, conditions, requirements and specifications therein including all amendments, if any, entered into between the parties as of the Transfer Date.

(b) Assignee Representations and Warranties

Assignee represents and warrants as follows:

- (1) Assignee has the power and authority to enter into and execute this Transfer Agreement and when executed and delivered, the Transfer Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (2) Assignee has the power and authority to enter into and perform the Agreement and as of the Transfer Date, the Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (3) Assignee represents and warrants that Assignee has the skill and knowledge possessed by well-informed members of its trade or profession and shall apply that skill and knowledge with care and diligence so Assignee and Assignee's employees and any authorized subcontractors perform the obligations contained in the Agreement in accordance with the standards prevalent in Assignee's trade or profession.
- (4) Assignee represents and warrants that all Goods delivered under the Agreement if any, are free and clear of any liens or encumbrances, and that Assignee has full legal title to the Goods, and that no other person has any right, title or interest in the Goods that shall be superior to or infringe upon the rights granted to the State under the Agreement.
- (5) Assignee represents and warrants that any Goods delivered by Assignee under the Agreement, if any, shall conform to the specifications, capabilities, characteristics, functions and performance standards set forth in the Agreement and any documentation provided by Assignee related to the Goods, shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship and design.
- (6) Assignee represents and warrants that when used as authorized by the Agreement, the Goods delivered by Assignee, if any and any use of such Goods will not infringe any copyright, patent, trade secret, or other proprietary right of any third party.
- (7) The representations, warranties and certifications set forth in this Transfer Agreement are in addition to, and not in lieu of, any other representations and warranties provided in the Agreement. All representations and warranties in this Transfer Agreement and the Agreement shall be cumulative, and shall be interpreted expansively so as to afford the State with the broadest protection available.

(c) Contractor-Assignor Representations, Warranties and Performance Guarantees

- (1) Notwithstanding any other provision of this Transfer Agreement, after the Transfer Date, Contractor-Assignor agrees to remain obligated to State in accordance with the terms of the Agreement.

- (2) Contractor-Assignor represents and warrants that (i) the Agreement is in full force and effect in accordance with its terms and (ii) the Contractor-Assignor is not in default of the Agreement or any Purchase Order or Contract issued pursuant to the Agreement and (iii) all payments due under the Agreement as of the Transfer Date have been made and (iv) Contractor-Assignor has no claims against the State or any Authorized Purchaser arising under the Agreement.

4. Effective Date

This Transfer Agreement is conditioned upon the State's consent to this assignment and delegation as evidenced by the State's execution of the attached Consent. The Transfer Agreement shall become effective when (a) the Transfer Agreement is executed by the Contractor-Assignor and Assignee, (b) the attached Consent is executed by the State, and (c) all required approvals are received.

5. Miscellaneous Provisions

(a) This Transfer Agreement does not amend the Agreement and the Agreement remains in full force and effect.


(b) This Transfer Agreement contains the entire agreement and understanding of the Contractor-Assignor and Assignee with respect to the assignment and assumption of the Agreement and supersedes all prior and contemporaneous agreements between the parties with respect to the subject matter of this Transfer Agreement.

(c) The Contractor-Assignor and Assignee agree to execute such further documents as may be reasonably required to consummate the assignment and delegation contemplated by this Transfer Agreement, so long as the terms of such documents are fully consistent with the terms of this Transfer Agreement.

(d) The State is an intended beneficiary of this Transfer Agreement. Except as set forth, nothing in this Transfer Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Transfer Agreement.

Contractor-Assignor

Interline Brands, Inc.



By: **Ran Garver**
Its: **Director of Compliance**
Date: **29 May 19**

Assignee

Home Depot U.S.A., Inc.



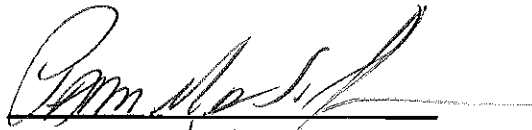
By: **Ran Garver**
Its: **Director of Compliance**
Date: **29 May 19**

CONSENT OF THE STATE

1. The State hereby consents to the assignment of the rights and the delegation of the obligations arising out of the Agreement by the Contractor-Assignor and the acceptance of the rights and assumption of the obligations by the Assignee.
2. This consent is subject to the terms, conditions, representations, warranties and covenants of this Transfer Agreement and the Agreement.
3. The State and Assignee agree to execute such further documents as may be reasonably required to consummate the assignment and delegation contemplated by this Transfer Agreement, so long as the terms of such documents are fully consistent with the terms of the Transfer Agreement.

State of Oregon

Approved pursuant to ORS 291.047



See Email Dated

By: Pam Johnson
Its:
Date: 5/31/19

By:
Its:
Date: 5/16/19

TRANSFER OF RIGHTS AND OBLIGATIONS AND CONSENT
Price Agreement #9275

This Transfer of Rights and Obligations (this "Transfer Agreement") is entered into by and between The Home Depot Pro ("Contractor- Assignor") and HD Supply Facilities Maintenance, Ltd. ("Assignee") with respect to all rights and obligations of Contractor-Assignor arising out of the Price Agreement (defined below). Capitalized terms used but not otherwise defined have the meaning given to them in the Price Agreement.

RECITALS

Contractor-Assignor entered into Price Agreement 9275 dated July 18, 2013, with the State of Oregon Department of Administrative Services (the "State") to provide green janitorial supplies, industrial paper and equipment (the "Price Agreement").

The Price Agreement contains a provision that Contractor-Assignor shall not assign, delegate or otherwise transfer any of its rights or obligations under the Price Agreement without first obtaining the written consent of State.

Contractor-Assignor desires to assign all rights and delegate all duties arising under the Price Agreement and Assignee is willing to accept and assume the assignment of all such rights and the delegation of all duties arising out of the Price Agreement as applicable.

Both parties to the Transfer Agreement desire to induce the State to give its written consent to the Transfer Agreement and the assignment, delegation and assumption of the Price Agreement.

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Transfer Agreement, the receipt and sufficiency of which are hereby acknowledged, Contractor-Assignor and Assignee mutually agree as follows:

1. **Assignment of Rights and Transfer of Obligations**

Contractor-Assignor hereby (a) assigns all of its rights, title and interest to and under, and (b) delegates all of its duties to and under, the Price Agreement to Assignee effective February 2, 2022 (the "Transfer Date").

2. **Acceptance of Assignment and Delegation and Assumption of Price Agreement**

Assignee hereby accepts the assignment from Contractor-Assignor of (a) all rights, title and interest in and (b) the delegation of all duties arising out of the Price Agreement and assumes and agrees to perform all obligations of Contractor-Assignor in strict conformance with the terms, conditions, requirements and specifications therein including all amendments, if any, of the Price Agreement from and after the Transfer Date.

3. **Inducement to State to Accept Assignment**

As an inducement to the State to accept the assignment and delegation contained in the Transfer Agreement, Contractor-Assignor and Assignee agree as follows:

(a) Assignee Performance Guarantees

Assignee agrees to perform and comply with all of the obligations contained in the Price Agreement in strict conformance with the terms, conditions, requirements and specifications therein including all amendments, if any, entered into between the parties as of the Transfer Date.

(b) Assignee Representations and Warranties

Assignee represents and warrants as follows:

- (1) Assignee has the power and authority to enter into and execute this Transfer Agreement and when executed and delivered, the Transfer Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (2) Assignee has the power and authority to enter into and perform the Price Agreement and as of the Transfer Date, the Price Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (3) Assignee represents and warrants that Assignee has the skill and knowledge possessed by well-informed members of its trade or profession and shall apply that skill and knowledge with care and diligence so Assignee and Assignee's employees and any authorized subcontractors perform the obligations contained in the Price Agreement in accordance with the standards prevalent in Assignee's trade or profession.
- (4) Assignee represents and warrants that all Goods delivered under the Price Agreement if any, are free and clear of any liens or encumbrances, and that Assignee has full legal title to the Goods, and that no other person has any right, title or interest in the Goods that shall be superior to or infringe upon the rights granted to the State under the Price Agreement.
- (5) Assignee represents and warrants that any Goods delivered by Assignee under the Price Agreement, if any, shall conform to the specifications, capabilities, characteristics, functions and performance standards set forth in the Price Agreement and any documentation provided by Assignee related to the Goods, shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship and design.
- (6) Assignee represents and warrants that when used as authorized by the Price Agreement, the Goods delivered by Assignee, if any and any use of such Goods will not infringe any copyright, patent, trade secret, or other proprietary right of any third party.

(7) The representations, warranties and certifications set forth in this Transfer Agreement are in addition to, and not in lieu of, any other representations and warranties provided in the Price Agreement. All representations and warranties in this Transfer Agreement and the Price Agreement shall be cumulative and shall be interpreted expansively so as to afford the State with the broadest protection available.

(c) Contractor-Assignor Representations, Warranties and Performance Guarantees

(1) Notwithstanding any other provision of this Transfer Agreement, after the Transfer Date, Contractor-Assignor agrees to remain obligated to State in accordance with the terms of the Price Agreement.

(2) Contractor-Assignor represents and warrants that (i) the Price Agreement is in full force and effect in accordance with its terms and (ii) the Contractor-Assignor is not in default of the Price Agreement and (iii) all payments due under the Price Agreement as of the Transfer Date have been made and (iv) Contractor-Assignor has no claims against the State arising under the Price Agreement.

4. Effective Date

This Transfer Agreement is conditioned upon the State's consent to this assignment and delegation as evidenced by the State's execution of the attached Consent. The Transfer Agreement shall become effective February 2, 2022 when (a) the Transfer Agreement is executed by the Contractor-Assignor and Assignee, (b) the attached Consent is executed by the State, and (c) all required approvals are received.

5. Miscellaneous Provisions

(a) This Transfer Agreement does not amend the Price Agreement and the Price Agreement remains in full force and effect.

(b) This Transfer Agreement contains the entire agreement and understanding of the Contractor-Assignor and Assignee with respect to the assignment and assumption of the Price Agreement and supersedes all prior and contemporaneous agreements between the parties with respect to the subject matter of this Transfer Agreement.

(c) The Contractor-Assignor and Assignee agree to execute such further documents as may be reasonably required to consummate the assignment and delegation contemplated by this Transfer Agreement, so long as the terms of such documents are fully consistent with the terms of this Transfer Agreement.

(d) The State is an intended beneficiary of this Transfer Agreement. Except as set forth, nothing in this Transfer Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Transfer Agreement.

(e) 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 Transfer Agreement, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

The Home Depot Pro (Assignor)
Federal Tax ID: 58-1853319

Signature and Date:  MAR 01 2022

Printed Name and Title: Ran Garver Director of Compliance

HD Supply Facilities Maintenance, Ltd. (Assignee)
Federal Tax ID: 52-2418852

Signature and Date:  MAR 01 2022

Printed Name and Title: Ran Garver Director of Compliance

CONSENT OF THE STATE

1. The State hereby consents to the assignment of the rights and the delegation of the obligations arising out of the Price Agreement by the Contractor-Assignor and the acceptance of the rights and assumption of the obligations by the Assignee.
2. This consent is subject to the terms, conditions, representations, warranties and covenants of this Transfer Agreement and the Price Agreement.
3. The State and Assignee agree to execute such further documents as may be reasonably required to consummate the assignment and delegation contemplated by this Transfer Agreement, so long as the terms of such documents are fully consistent with the terms of the Transfer Agreement.

**The State of Oregon, acting by and through its Department of Administrative Services,
Enterprise Goods and Services, Procurement Services**

Signature and Date: _____

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved for Legal Sufficiency Pursuant to ORS 291-047:

Karen Johnson, Senior Assistant Attorney General via e-mail dated 2/18/2022