FULTON COUNTY BOARD OF COMMISSIONERS
SECOND REGULAR MEETING
April 15, 2026
10:00 AM

Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303

A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, Commissioner (District 2)
Dana Barrett, Commissioner (District 3)
Vacant (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Vice Chair (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA

26-0195 **Board of Commissioners**

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Second Regular Meeting Agenda for separate consideration.

26-0196 **Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Caroline King Appreciation Day.” **(Arrington)**
March 27, 2026

Proclamation recognizing “Grace Lee Remembrance Day.” **(Arrington)**
April 3, 2026

Proclamation recognizing “Positive Outreach Development Society Appreciation Day.” **(Arrington)**
April 4, 2026

Proclamation recognizing “Atlanta Vibe Appreciation Day.” **(Abdur-Rahman)**
April 4, 2026

Proclamation recognizing “Sickle Cell Community Consortium Day.” **(Arrington)**
April 8, 2026

Proclamation recognizing “Dr. David Manuel Appreciation Day.” **(Arrington)**
April 11, 2026

Open & Responsible Government

26-0197 **Registration & Elections**

Request approval of an Intergovernmental Agreement to conduct Special Elections in conjunction with the General Primary Election / Non-Partisan Election on May 19, 2026, and the General Primary Election Runoff on June 16, 2026, for the following Cities: City of Fairburn and City of South Fulton. Effective upon BOC approval.

26-0198 **Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 226,350 square feet to Fulton County, a political subdivision of the State of Georgia, from Blakely Manor Development LLC, for the purpose of constructing the Blakely Manor S/D Project at 0 Freemanville Road, Milton, Georgia 30004.

26-0199 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and PPF / Royal Airport West Venture, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 0 Naturally Fresh Boulevard, College Park, Georgia 30349.

26-0200 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 2260 Old Milton Parkway, Alpharetta, Georgia 30009.

26-0201 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Aga Khan Foundation, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 11350 Lakefield Drive, Johns Creek, Georgia 30097.

26-0202 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and David E. Rippe, as Trustee, or his successors in trust, of the Rippe Family Trust dated June 28, 2023, and any amendments thereto for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 605 Marietta Highway, Roswell, Georgia 30075.

26-0203 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 2260 Old Milton Parkway, Alpharetta, Georgia 30009.

26-0204 **Finance**
Ratification of March 2026 Grants Activity Report.

Health and Human Services

26-0205 **Behavioral Health and Developmental Disabilities**

Request approval of Subrecipient Award Agreements with the Atlanta/Fulton County Pre-Arrest Diversion Initiative, Inc. (PAD) and Research Evaluation Services, LLC (RES), successor to Applied Research Services, Inc. (ARS), to support implementation of the COSSUP grant awarded to Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD), in the total amount of $1,599,999.00 from the U.S. Department of Justice, Bureau of Justice Assistance. The proposed subrecipient agreements include: (a) PAD in the amount of $564,093.00 to provide diversion services; and (b) RES, as the successor entity to ARS, in the amount not to exceed $150,000.00 to provide data collection and evaluation services for the grant. These agreements are effective upon BOC approval and remain in effect through December 31, 2026. The payment period for eligibility for payments from the grant utilized in funding these Agreements is effective for the duration of the eligibility/service period of the grant (October 1, 2023 through September 30, 2026) but shall not extend beyond December 31, 2026. This item is 100% grant funded. The County Attorney is authorized to approve the agreements as to form and make necessary changes thereto prior to execution.

26-0206 **Senior Services**

Request approval to amend a Memorandum of Understanding - Department of Senior Services with Quality Living Services, Inc., for the provision of financial support in the amount of $150,000.00 to provide Life Enrichment, Computer Classes and Congregate Dining services for the senior population of Fulton County within the County owned facility located at 4001 Danforth Street, Atlanta, GA by Quality Living Services, Inc., as the Lessee of the building. Effective January 1, 2026, through December 31, 2026.

Justice and Safety

26-0207 **Emergency Management**

Request approval of a Resolution authorizing the adoption of the 2026 Countywide Disaster Debris Management Plan.

SECOND REGULAR MEETING AGENDA

26-0208 **Board of Commissioners**
Adoption of the Second Regular Meeting Agenda.

26-0209 **Clerk to the Commission**
Ratification of Minutes.

Second Regular Meeting Minutes, March 18, 2026
Special Called Meeting Post Agenda Minutes, March 27, 2026
First Regular Meeting Post Agenda Minutes, April 1, 2026

26-0210 **Board of Commissioners**
Presentation of Proclamations and Certificates.

Proclamation recognizing "National Library Week and Fulton County Library Appreciation Week." **(Pitts/BOC)**

Proclamation recognizing "National Public Safety Telecommunicators Week." **(Barrett/BOC)**

PUBLIC HEARINGS

26-0211 **Board of Commissioners**
Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting**. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

26-0212 **Police**

Alcoholic Beverages Licenses-Request public hearing and approval for license application (New Licensee/Ownership) Citgo Happy Store, for the retail sale of Wine and Malt Beverages at 4060 Martin Luther King Jr Blvd, Atlanta 30336.

PRESENTATIONS TO THE BOARD

Housing Authority of Fulton County

26-0213 **Board of Commissioners**

Presentation: Housing Authority of Fulton County Update

COUNTY MANAGER'S ITEMS

Open & Responsible Government

26-0214 **Finance**

Presentation and approval of a Resolution authorizing the financing of the Fulton County Jail Improvement project, including execution, delivery and performance of an Intergovernmental Agreement with the South Fulton Municipal Regional Jail Authority relating to the Issuer's Jail Facilities Improvement Revenue Bonds (Fulton County Jail Improvement Project), which may be issued in one or more series or subseries, at one time or from time to time in the maximum aggregate principal amount not to exceed $1,363,000,000.00 to finance all or a portion of the planning, design, acquisition, construction, equipping and completion of various renovations, additions and improvements to the Fulton County jail in one or more phases, and to pay costs of issuance of the bonds; ratifying, approving and authorizing, as the case may be, the preparation, use, execution, delivery and performance of a preliminary and final official statement(s), a continuing disclosure agreement and such other documents and certifications related to the bonds: and for other purposes.

26-0215 **Registration & Elections**

Request approval of a statewide contract - Registration & Elections, #47800-SOS0000037, Master Solution Purchase and Services Agreement in the amount of $163,575.00 with Liberty Vote USA, Inc (formerly Dominion Voting System Incorporated) (Denver CO) to purchase four (4) Central Scanning Absentee / Vote By Mail Hardware (ICC G2140 Kits) and three (3) Image Cast Central Scanner - DR-G2140 with annual Image Cast Central Annual Firmware License and Image Cast Central Annual Hardware Warranty. Effective upon BOC approval through December 31, 2026.

26-0216 **Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, Omnia Partners Contract #240078, Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials in the amount of $30,000.00 with W.W. Grainger, Inc. (Norcross, GA), to allow the purchase of mission critical parts including pumps, valves, hydraulic and pneumatic cylinders and drives, hand tools, power tools, equipment and related items in support of DREAM Building Construction and Facilities Maintenance Divisions and other County-wide departments for timely response to applicable maintenance service requests. Effective upon BOC approval.

Health and Human Services

26-0217 **Public Works**

Request approval to renew an existing contract - Public Works Department, FAA Contract #693KA7-25-C-00003, Air Traffic Control Services - Night Coverage for the Fulton County Executive Airport at Brown Field with CI2 Aviation, Inc. (Dunwoody, GA) in an amount not to exceed $323,584.00 to provide annual air traffic control night coverage services at the Fulton County Executive Airport. This action exercises the first of six renewal options. Five renewal options remain. Effective from April 1, 2026, through March 31, 2027.

26-0218 **Public Works**

Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell Contract 032824-DAI, Class 4-8 Chassis and Cabs with Related Equipment, Accessories and Services, for the purchase of M2 106 Plus Conventional Chassis-5 Yard Dump Truck in the amount not to exceed $131,927.00 with Peach State Trucking Center (Norcross, GA), authorized dealer for Daimler Trucks North America to transport materials, dump gravel and debris. This is a one-time procurement.

26-0219 **Public Works**

Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell Contract # 032824-DAI, Class 4-8 Chassis and Cabs with Related Equipment, Accessories and Services, for the purchase of 114SD Plus Conventional Chassis-10 Yard Dump Truck in the amount not to exceed $174,750.00 with Peach State Trucking Center (Norcross, GA), authorized dealer for Daimler Trucks North America to assist with water main repairs. This is a one-time procurement.

COMMISSIONERS' ACTION ITEMS

26-0120 **Board of Commissioners**
Request approval of a Resolution to promote Public Education regarding how to obtain voter identification; and for other purposes. **(Thorne) (HELD ON 3/4/26 AND 3/18/26) (FAILED ON 4/1/26)**

26-0220 **Board of Commissioners**
Request approval of a Resolution to establish a minimum annual funding level of two hundred fifty thousand dollars and zero cents ($250,000.00) for Quality Living Services, Inc., and Sadie G. Mays Health and Rehabilitation Center; and for other purposes. **(Arrington)**

26-0221 **Board of Commissioners**
Request approval a Resolution directing the County Manager to identify funding in the amount of five hundred thousand dollars ($500,000.00) for the continuation of Fulton County's Summer Youth Internship Program; and for other purposes. **(Arrington)**

26-0222 **Board of Commissioners**
Request approval of a Resolution to support affordable housing in the English Avenue neighborhood by approving a grant from funds previously set aside to aid in the construction of North & Oliver Apartments, a 120-unit affordable multifamily development, and for other purposes. **(Barrett)**

26-0223 **Board of Commissioners**
Request approval of a Resolution amending Personnel Procedure 205-16 regarding paid parental leave to provide up to twelve (12) workweeks of paid parental leave to eligible employees; and for other purposes. **(Pitts)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

26-0224 **External Affairs**
Presentation: 2027 Legislative Update.

EXECUTIVE SESSION

26-0225 **Board of Commissioners**
Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0196 **Meeting Date:** 4/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Proclamations for Spreading on the Minutes.

Proclamation recognizing “Caroline King Appreciation Day.” **(Arrington)**
March 27, 2026

Proclamation recognizing “Grace Lee Remembrance Day.” **(Arrington)**
April 3, 2026

Proclamation recognizing “Positive Outreach Development Society Appreciation Day.” **(Arrington)**
April 4, 2026

Proclamation recognizing “Atlanta Vibe Appreciation Day.” **(Abdur-Rahman)**
April 4, 2026

Proclamation recognizing “Sickle Cell Community Consortium Day.” **(Arrington)**
April 8, 2026

Proclamation recognizing “Dr. David Manuel Appreciation Day.” **(Arrington)**
April 11, 2026

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0197 **Meeting Date:** 4/15/2026

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement to conduct Special Elections in conjunction with the General Primary Election / Non-Partisan Election on May 19, 2026, and the General Primary Election Runoff on June 16, 2026, for the following Cities: City of Fairburn and City of South Fulton. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Under the provision of the Georgia Election Code, Section 21-2-45(c)(2), City may, by ordinance, authorize the County to conduct such election.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background: Fulton County has been requested to conduct Special Elections in conjunction with the General Primary Election / Non-Partisan Election on May 19, 2026, and the General Primary Election Runoff on June 16, 2026, for the following Cities: City of Fairburn and City of South Fulton.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Elections in conjunction with the General Primary Election / Non-Partisan Election on May 19, 2026, and the General Primary Election Runoff on June 16, 2026, for the following Cities: City of Fairburn and City of South Fulton.

Community Impact: The approval of this proposed Intergovernmental Agreement will ensure the Departments adheres to the state election laws.

Department Recommendation: Department of Registration & Elections request approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Intergovernmental Agreement.

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Intergovernmental Agreement.

Exhibits Attached:

Exhibit 1A: Intergovernmental Agreement: City of Fairburn

Exhibit 1B: Intergovernmental Agreement: City of South Fulton

Contact Information

Nadine Williams, Director, Registration and Elections, 404-612-3130

Fiscal Impact / Funding Source: N/A

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF FAIRBURN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2026, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the **City of Fairburn**, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2026 special election on May 19, 2026, to include advance voting and a potential runoff election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

This Agreement will govern the conduct of all elections which the City requests the County to conduct, including any runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2026, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held May 19, 2026, and any associated runoff election which may occur:

3.1 The County, through the Department of Registration and Elections ("Elections Department") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the May 19, 2026, City Election;

g) Performing logic and accuracy testing as required by Rule 183-1-12-.08 of Georgia's State Election Board Rules and Regulations;

h) Providing staff, equipment, and supplies for conducting the May 19, 2026, City special election at City polling places on City Election days and for conducting recounts as may be required;

i) Providing staff, equipment, and supplies for conducting any advance voting for the May 19, 2026 City special election at City polling places on City Election days and for conducting recounts as may be required;

j) Providing staff, equipment, and supplies for conducting any advance voting or Election Day voting for any runoff election required by the May 19, 2026 election;

k) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk; and

l) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by October 4, 2026.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 In consideration for the County's election services, the City shall pay the estimated cost that the County will incur while conducting the City's requested election services.

4.2 The estimated cost of conducting the City's election is presently $1.00, and the County does not anticipate any additional cost to provide the City's requested election services for the Special Election on May 19, 2026 or a runoff election, if required. However, this amount is subject to recalculation if the County incurs costs specific to the conduct of the requested election or a requisite runoff election.

4.3 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity, and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation, and disciplinary functions.

7.2 All County personnel assigned under this Agreement are and will continue to be part of the Elections Department and under the supervision of the Fulton County Director of the Elections Department.

7.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in partisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than April 24, 2026.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The Elections Department is the central repository for all Elections Department records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review, and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any independent contractor agreements executed in furtherance of this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Union City, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City Clerk

_____

_____

With a copy to:
City Attorney

_____

_____

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF FAIRBURN, GEORGIA

_____ (SEAL)

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

2026 03 18 Fairburn IGA for special election on May 19, 2026

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2026, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the **City of South Fulton**, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2026 special election on May 19, 2026, to include advance voting and a potential runoff election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

This Agreement will govern the conduct of all elections which the City requests the County to conduct, including any runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2026, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held May 19, 2026, and any associated runoff election which may occur:

3.1 The County, through the Department of Registration and Elections ("Elections Department") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the May 19, 2026, City Election;

g) Performing logic and accuracy testing as required by Rule 183-1-12-.08 of Georgia's State Election Board Rules and Regulations;

h) Providing staff, equipment, and supplies for conducting the May 19, 2026, City special election at City polling places on City Election days and for conducting recounts as may be required;

i) Providing staff, equipment, and supplies for conducting any advance voting for the May 19, 2026, City special election at City polling places on City Election days and for conducting recounts as may be required;

j) Providing staff, equipment, and supplies for conducting any advance voting or Election Day voting for any runoff election required by the May 19, 2026, election;

k) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk; and

l) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by October 4, 2026.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise, cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 In consideration for the County's election services, the City shall pay the estimated cost that the County will incur while conducting the City's requested election services.

4.2 The estimated cost of conducting the City's election is presently $1.00, and the County does not anticipate any additional cost to provide the City's requested election services for the Special Election on May 19, 2026, or a runoff election, if required. However, this amount is subject to recalculation if the County incurs costs specific to the conduct of the requested election or a requisite runoff election.

4.3 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity, and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation, and disciplinary functions.

7.2 All County personnel assigned under this Agreement are and will continue to be part of the Elections Department and under the supervision of the Fulton County Director of the Elections Department.

7.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in partisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than April 24, 2026.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The Elections Department is the central repository for all Elections Department records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review, and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any independent contractor agreements executed in furtherance of this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Union City, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City Clerk
5440 Fulton Industrial Blvd SW
South Fulton, GA 30336

With a copy to:
City Attorney
5440 Fulton Industrial Blvd SW
South Fulton, GA 30336

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF SOUTH FULTON, GEORGIA

_____ (SEAL)

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

2026 03 18 City of South Fulton IGA for special election on May 19, 2026

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0198 **Meeting Date:** 4/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of a Water Easement Dedication of 226,350 square feet to Fulton County, a political subdivision of the State of Georgia, from Blakely Manor Development LLC, for the purpose of constructing the Blakely Manor S/D Project at 0 Freemanville Road, Milton, Georgia 30004.

Requirement for Board Action
Board action is required pursuant to Article XXXIV.- Development Regulations, 34.4. 1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law or are indispensable to their jurisdiction over County matters

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Blakely Manor S/D Project, a residential Development requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 226,350 square feet and is located in Land Lot(s) 455 and 456 of the 2nd

District, 2nd Section of Fulton County, Georgia

Community Impact: The community will benefit from the extension of the County's water system and the addition of a residential development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of record to Fulton County are made a part of the public records and grant Fulton County access to perform construction, maintenance, and upgrades to the County's water system once the proposed improvements are installed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Blakely Manor S/D
Tax Parcel Identification No.: 22 439004550087 & 22 439004550152
Land Disturbance Permit No.: PRLD202400427, FC WRN24-038
Zoning/Special Use Permit No.: AG-1
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 8th day of January, 2026, between Blakely Manor Development, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 455 and 456, 2nd Section (if applicable) of District 2, Fulton County, Georgia, and more particularly described as follows: To wit:

BLAKELY MANOR S/D

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said

water line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said water line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 8th day of January 2026
in the presence of:

Milos Lasa
Witness

Emily R. Adler
Notary Public

[NOTARIAL SEAL]

EMILY R ADLER
NOTARY PUBLIC
FORSYTH CO., GEORGIA
MY COMMISSION EXPIRES
FEB. 26 2026

GRANTOR: Blakely Manor Development, LLC
CORPORATE NAME

By: [signature]

Print Name: David Chatham

Title: Manager

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

L E G A L D E S C R I P T I O N
FULTON COUNTY WATER EASEMENT EXHIBIT FOR
BLAKELY MANOR S/D

All that tract or parcel of land lying and being located in Land Lot 455 & 456, District 2, Section 2, Fulton County, Georgia, within the City of Milton, and being more particularly described as follows;

To find the TRUE POINT OF BEGINNING, commence at an iron pin found (1/2" R/B) at the northeast corner of Land Lot 455, said corner being the common corner of Land Lots 409, 410, 455, and 456;

THENCE North 89 degrees 51 minutes 21 seconds West for a distance of 308.19 feet along the north line of Land Lot 455 to a point and the TRUE POINT OF BEGINNING;

THENCE South 10 degrees 35 minutes 48 seconds East for a distance of 216.56 feet to a point;

THENCE South 23 degrees 46 minutes 26 seconds East for a distance of 12.83 feet to a point;

THENCE along a curve to the right having a radius of 53.00 feet and an arc length of 66.60 feet, being subtended by a chord of South 61 degrees 16 minutes 29 seconds East for a distance of 62.30 feet to a point;

THENCE along a curve to the left having a radius of 11.50 feet and an arc length of 18.56 feet, being subtended by a chord of South 71 degrees 30 minutes 18 seconds East for a distance of 16.61 feet to a point;

THENCE along a curve to the right having a radius of 175.00 feet and an arc length of 93.78 feet, being subtended by a chord of North 77 degrees 37 minutes 12 seconds East for a distance of 92.66 feet to a point;

THENCE South 87 degrees 01 minutes 40 seconds East for a distance of 56.21 feet to a point;

THENCE along a curve to the left having a radius of 3475.00 feet and an arc length of 334.83 feet, being subtended by a chord of South 89 degrees 47 minutes 18 seconds East for a distance of 334.70 feet to a point;

THENCE North 87 degrees 27 minutes 05 seconds East for a distance of 98.05 feet to a point;

THENCE along a curve to the right having a radius of 775.00 feet and an arc length of 200.72 feet, being subtended by a chord of South 85 degrees 07 minutes 44 seconds East for a distance of 200.16 feet to a point;

THENCE South 77 degrees 42 minutes 33 seconds East for a distance of 53.27 feet to a point;

THENCE along a curve to the left having a radius of 725.00 feet and an arc length of 235.58 feet, being subtended by a chord of South 87 degrees 01 minutes 05 seconds East for a distance of 234.54 feet to a point;

THENCE North 83 degrees 40 minutes 24 seconds East for a distance of 82.73 feet to a point;

THENCE along a curve to the left having a radius of 17.00 feet and an arc length of 17.31 feet, being subtended by a chord of North 54 degrees 30 minutes 27 seconds East for a distance of 16.57 feet to a point;

THENCE along a curve to the right having a radius of 63.00 feet and an arc length of 326.20 feet, being subtended by a chord of South 06 degrees 19 minutes 36 seconds East for a distance of 66.15 feet to a point;

THENCE along a curve to the left having a radius of 17.00 feet and an arc length of 17.31 feet, being subtended by a chord of North 67 degrees 09 minutes 39 seconds West for a distance of 16.57 feet to a point;

THENCE South 83 degrees 40 minutes 24 seconds West for a distance of 82.73 feet to a point;

THENCE along a curve to the right having a radius of 775.00 feet and an arc length of 251.83 feet, being subtended by a chord of North 87 degrees 01 minutes 05 seconds West for a distance of 250.72 feet to a point;

THENCE North 77 degrees 42 minutes 33 seconds West for a distance of 53.27 feet to a point;

THENCE along a curve to the left having a radius of 725.00 feet and an arc length of 187.77 feet, being subtended by a chord of North 85 degrees 07 minutes 44 seconds West for a distance of 187.25 feet to a point;

THENCE South 87 degrees 27 minutes 05 seconds West for a distance of 98.05 feet to a point;

THENCE along a curve to the right having a radius of 3525.00 feet and an arc length of 339.65 feet, being subtended by a chord of North 89 degrees 47 minutes 18 seconds West for a distance of 339.52 feet to a point;

THENCE North 87 degrees 01 minutes 40 seconds West for a distance of 56.21 feet to a point;

THENCE along a curve to the left having a radius of 125.00 feet and an arc length of 221.19 feet, being subtended by a chord of South 42 degrees 16 minutes 49 seconds West for a distance of 193.44 feet to a point;

THENCE South 08 degrees 24 minutes 42 seconds East for a distance of 50.00 feet to a point;

THENCE along a curve to the right having a radius of 325.00 feet and an arc length of 108.80 feet, being subtended by a chord

of South 01 degrees 10 minutes 44 seconds West for a distance of 108.30 feet to a point;

THENCE South 10 degrees 46 minutes 11 seconds West for a distance of 83.70 feet to a point;

THENCE South 34 degrees 39 minutes 21 seconds East for a distance of 25.91 feet to a point;

THENCE South 80 degrees 10 minutes 12 seconds East for a distance of 138.16 feet to a point;

THENCE along a curve to the left having a radius of 475.00 feet and an arc length of 138.74 feet, being subtended by a chord of South 88 degrees 32 minutes 16 seconds East for a distance of 138.25 feet to a point;

THENCE North 83 degrees 05 minutes 39 seconds East for a distance of 50.13 feet to a point;

THENCE along a curve to the right having a radius of 1025.00 feet and an arc length of 343.42 feet, being subtended by a chord of South 87 degrees 18 minutes 27 seconds East for a distance of 341.82 feet to a point;

THENCE South 77 degrees 42 minutes 33 seconds East for a distance of 100.00 feet to a point;

THENCE along a curve to the left having a radius of 1100.00 feet and an arc length of 218.61 feet, being subtended by a chord of South 83 degrees 24 minutes 09 seconds East for a distance of 218.25 feet to a point;

THENCE South 89 degrees 05 minutes 45 seconds East for a distance of 68.20 feet to a point;

THENCE North 00 degrees 54 minutes 15 seconds West for a distance of 2.00 feet to a point;

THENCE along a curve to the right having a radius of 63.00 feet and an arc length of 288.79 feet, being subtended by a chord of South 42 degrees 13 minutes 26 seconds West for a distance of 94.63 feet to a point;

THENCE along a curve to the left having a radius of 22.00 feet and an arc length of 31.43 feet, being subtended by a chord of North 47 degrees 22 minutes 56 seconds West for a distance of 28.82 feet to a point;

THENCE along a curve to the right having a radius of 1150.00 feet and an arc length of 212.75 feet, being subtended by a chord of North 83 degrees 00 minutes 32 seconds West for a distance of 212.45 feet to a point;

THENCE North 77 degrees 42 minutes 33 seconds West for a distance of 100.00 feet to a point;

THENCE along a curve to the left having a radius of 975.00 feet and an arc length of 326.67 feet, being subtended by a chord of North 87 degrees 18 minutes 27 seconds West for a distance of 325.14 feet to a point;

THENCE South 83 degrees 05 minutes 39 seconds West for a distance of 50.13 feet to a point;

THENCE along a curve to the right having a radius of 525.00 feet and an arc length of 153.35 feet, being subtended by a chord of North 88 degrees 32 minutes 16 seconds West for a distance of 152.80 feet to a point;

THENCE North 80 degrees 10 minutes 12 seconds West for a distance of 170.18 feet to a point;

THENCE along a curve to the left having a radius of 157.00 feet and an arc length of 142.04 feet, being subtended by a chord of South 73 degrees 54 minutes 40 seconds West for a distance of 137.25 feet to a point;

THENCE South 47 degrees 59 minutes 33 seconds West for a distance of 98.16 feet to a point;

THENCE South 02 degrees 59 minutes 33 seconds West for a distance of 32.20 feet to a point;

THENCE North 41 degrees 47 minutes 21 seconds West for a distance of 102.30 feet to a point;

THENCE North 41 degrees 54 minutes 07 seconds West for a distance of 4.23 feet to a point;

THENCE South 87 degrees 08 minutes 18 seconds East for a distance of 28.00 feet to a point;

THENCE North 47 degrees 59 minutes 33 seconds East for a distance of 108.69 feet to a point;

THENCE along a curve to the right having a radius of 168.00 feet and an arc length of 134.34 feet, being subtended by a chord of North 70 degrees 54 minutes 04 seconds East for a distance of 130.79 feet to a point;

THENCE North 53 degrees 01 minutes 19 seconds East for a distance of 26.60 feet to a point;

THENCE North 10 degrees 46 minutes 11 seconds East for a distance of 84.50 feet to a point;

THENCE along a curve to the left having a radius of 275.00 feet and an arc length of 92.06 feet, being subtended by a chord of North 01 degrees 10 minutes 44 seconds East for a distance of 91.64 feet to a point;

THENCE North 08 degrees 24 minutes 42 seconds West for a distance of 50.00 feet to a point;

THENCE along a curve to the right having a radius of 175.00 feet and an arc length of 101.02 feet, being subtended by a chord of North 08 degrees 07 minutes 30 seconds East for a distance of 99.62 feet to a point;

THENCE along a curve to the left having a radius of 11.50 feet and an arc length of 18.56 feet, being subtended by a chord of North 21 degrees 33 minutes 56 seconds West for a distance of 16.61 feet to a point;

THENCE along a curve to the right having a radius of 53.00 feet and an arc length of 101.89 feet, being subtended by a chord of North 12 degrees 43 minutes 03 seconds West for a distance of 86.91 feet to a point;

THENCE North 23 degrees 46 minutes 26 seconds West for a distance of 19.40 feet to a point;

THENCE North 10 degrees 35 minutes 48 seconds West for a distance of 105.57 feet to a point;

THENCE along a curve to the left having a radius of 78.50 feet and an arc length of 31.23 feet, being subtended by a chord of North 21 degrees 59 minutes 38 seconds West for a distance of 31.03 feet to a point;

THENCE North 68 degrees 54 minutes 17 seconds West for a distance of 99.98 feet to a point;

THENCE North 89 degrees 51 minutes 21 seconds West for a distance of 30.07 feet to a point;

THENCE along a curve to the right having a radius of 123.50 feet and an arc length of 45.88 feet, being subtended by a chord of North 79 degrees 12 minutes 47 seconds West for a distance of 45.62 feet to a point;

THENCE North 68 degrees 34 minutes 12 seconds West for a distance of 15.69 feet to a point;

THENCE along a curve to the left having a radius of 71.50 feet and an arc length of 26.56 feet, being subtended by a chord of North 79 degrees 12 minutes 47 seconds West for a distance of 26.41 feet to a point;

THENCE North 89 degrees 51 minutes 21 seconds West for a distance of 442.19 feet to a point;

THENCE along a curve to the left having a radius of 128.50 feet and an arc length of 61.34 feet, being subtended by a chord of South 76 degrees 28 minutes 08 seconds West for a distance of 60.76 feet to a point;

THENCE South 62 degrees 47 minutes 37 seconds West for a distance of 110.60 feet to a point;

THENCE along a curve to the right having a radius of 1137.25 feet and an arc length of 36.53 feet, being subtended by a chord of North 29 degrees 34 minutes 24 seconds West for a distance of 36.53 feet to a point;

THENCE North 62 degrees 47 minutes 37 seconds East for a distance of 112.11 feet to a point;

THENCE along a curve to the right having a radius of 165.00 feet and an arc length of 78.76 feet, being subtended by a chord of North 76 degrees 28 minutes 08 seconds East for a distance of 78.02 feet to a point on the north line of Land Lot 455;

THENCE South 89 degrees 51 minutes 21 seconds East for a

distance of 677.13 feet along said north line of Land Lot 455 to a point and the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said easement contains 5.196 acres (226,350 S.F.) and is more fully shown on a Fulton County Water Easement Exhibit for Blakely Manor S/D, by Brumbelow-Reese and Associates, Inc., dated November 25, 2025, bearing their job number 2023-099, and being identified as drawing BLMANOR-WE1.

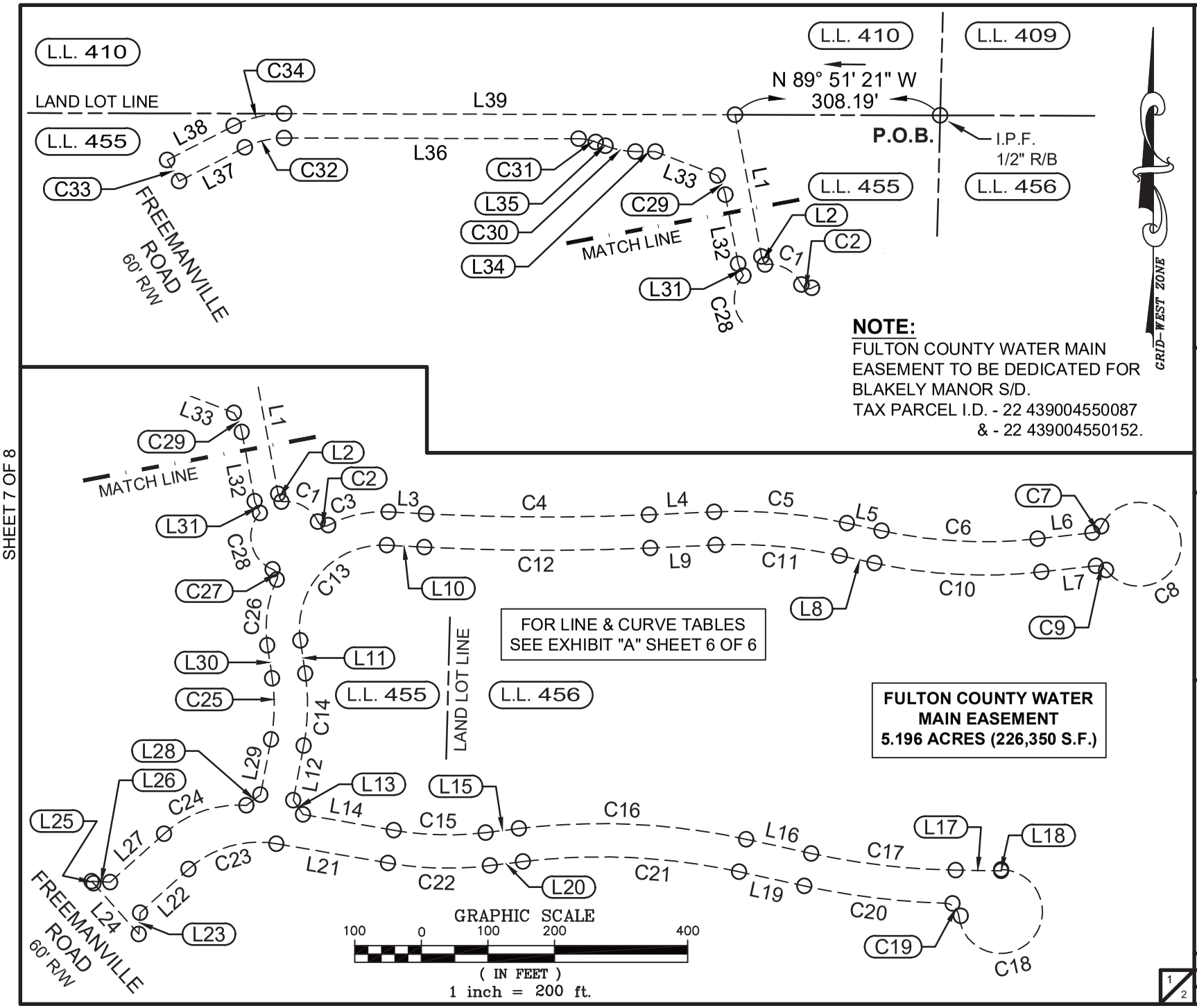


EXHIBIT "A"
SHEET 7 OF 8

BRUMBELOW-REESE & ASSOC., INC.
LAND SURVEYORS, LAND PLANNERS,
DEVELOPMENT CONSULTANTS
[GEORGIA LICENSE LSF000285] - EXPIRATION 6/30/2026
13685 HIGHWAY 9 N
MILTON, GEORGIA 30004-3616
PHONE: 770-475-6817
FAX: 770-569-4948
EMAIL: OFFICE@BRUMBELOW-REESE.COM

GEORGIA REGISTERED No. 2072 LAND SURVEYOR RODNEY H. REESE

GEORGIA R.L.S. # 2072
MEMBER OF S.A.M.S.O.G.

LOCATED IN:
LAND LOT(S): 455, 456
DISTRICT: 2, SECTION: 2
CITY OF: MILTON
COUNTY OF : FULTON
STATE OF GEORGIA

FULTON COUNTY WATER EASEMENT EXHIBIT FOR:

BLAKELY MANOR S/D

FULTON COUNTY LDP #WRN24-038

DATE: NOVEMBER 25, 2025

DRAWN BY: MK

DRAWING: BLMANOR-WE1

JOB NO. 2023-099

1/2

EXHIBIT "A"
SHEET 8 OF 8

CURVE TABLE				
CURVE #	BEARING	CHORD	RADIUS	ARC
C1	S 61°16'29" E	62.30'	53.00'	66.60'
C2	S 71°30'18" E	16.61'	11.50'	18.56'
C3	N 77°37'12" E	92.66'	175.00'	93.78'
C4	S 89°47'18" E	334.70'	3475.00'	334.83'
C5	S 85°07'44" E	200.16'	775.00'	200.72'
C6	S 87°01'05" E	234.54'	725.00'	235.58'
C7	N 54°30'27" E	16.57'	17.00'	17.31'
C8	S 06°19'36" E	66.15'	63.00'	326.20'
C9	N 67°09'39" W	16.57'	17.00'	17.31'
C10	N 87°01'05" W	250.72'	775.00'	251.83'
C11	N 85°07'44" W	187.25'	725.00'	187.77'
C12	N 89°47'18" W	339.52'	3525.00'	339.65'
C13	S 42°16'49" W	193.44'	125.00'	221.19'
C14	S 01°10'44" W	108.30'	325.00'	108.80'
C15	S 88°32'16" E	138.25'	475.00'	138.74'
C16	S 87°18'27" E	341.82'	1025.00'	343.42'
C17	S 83°24'09" E	218.25'	1100.00'	218.61'
C18	S 42°13'26" W	94.63'	63.00'	288.79'
C19	N 47°22'57" W	28.82'	22.00'	31.43'
C20	N 83°00'32" W	212.45'	1150.00'	212.75'
C21	N 87°18'27" W	325.14'	975.00'	326.67'
C22	N 88°32'16" W	152.80'	525.00'	153.35'
C23	S 73°54'40" W	137.25'	157.00'	142.04'
C24	N 70°54'04" E	130.79'	168.00'	134.34'
C25	N 01°10'44" E	91.64'	275.00'	92.06'
C26	N 08°07'30" E	99.62'	175.00'	101.02'
C27	N 21°33'56" W	16.61'	11.50'	18.56'
C28	N 12°43'03" W	86.91'	53.00'	101.89'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 10°35'48" E	216.56'
L2	S 23°46'26" E	12.83'
L3	S 87°01'40" E	56.21'
L4	N 87°27'05" E	98.05'
L5	S 77°42'33" E	53.27'
L6	N 83°40'24" E	82.73'
L7	S 83°40'24" W	82.73'
L8	N 77°42'33" W	53.27'
L9	S 87°27'05" W	98.05'
L10	N 87°01'40" W	56.21'
L11	S 08°24'42" E	50.00'
L12	S 10°46'11" W	83.70'
L13	S 34°39'21" E	25.91'
L14	S 80°10'12" E	138.16'
L15	N 83°05'39" E	50.13'
L16	S 77°42'33" E	100.00'
L17	S 89°05'45" E	68.20'
L18	N 00°54'15" E	2.00'
L19	N 77°42'33" W	100.00'
L20	S 83°05'39" W	50.13'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N 80°10'12" W	170.18'
L22	S 47°59'33" W	98.16'
L23	S 02°59'33" W	32.20'
L24	N 41°47'21" W	102.30'
L25	N 41°54'07" W	4.23'
L26	S 87°08'18" E	28.00'
L27	N 47°59'33" E	108.69'
L28	N 53°01'19" E	26.60'
L29	N 10°46'11" E	84.50'
L30	N 08°24'42" W	50.00'
L31	N 23°46'26" W	19.40'
L32	N 10°35'48" W	105.57'
L33	N 68°54'17" W	99.98'
L34	N 89°51'21" W	30.07'
L35	N 68°34'12" W	15.69'
L36	N 89°51'21" W	442.19'
L37	S 62°47'37" W	110.60'
L38	N 62°47'37" E	112.11'
L39	S 89°51'21" E	677.13'

CURVE TABLE				
CURVE #	BEARING	CHORD	RADIUS	ARC
C29	N 21°59'38" W	31.03'	78.50'	31.23'
C30	N 79°12'47" W	45.62'	123.50'	45.88'
C31	N 79°12'47" W	26.41'	71.50'	26.56'
C32	S 76°28'08" W	60.76'	128.50'	61.34'
C33	N 29°34'24" W	36.53'	1137.25'	36.53'
C34	N 76°28'08" E	78.02'	165.00'	78.76'

BRUMBELOW-REESE & ASSOC., INC.
LAND SURVEYORS, LAND PLANNERS,
DEVELOPMENT CONSULTANTS
[GEORGIA LICENSE LSF000285] - EXPIRATION 6/30/2026
13685 HIGHWAY 9 N
MILTON, GEORGIA 30004-3616
PHONE: 770-475-6817
FAX: 770-569-4948
EMAIL: OFFICE@BRUMBELOW-REESE.COM

GEORGIA REGISTERED No. 2072 RODNEY H. REESE LAND SURVEYOR

GEORGIA R.L.S. # 2072
MEMBER OF S.A.M.S.O.G.

LOCATED IN:
LAND LOT(S): 455, 456
DISTRICT: 2, SECTION: 2
CITY OF: MILTON
COUNTY OF : FULTON
STATE OF GEORGIA

FULTON COUNTY WATER EASEMENT EXHIBIT FOR:

BLAKELY MANOR S/D

FULTON COUNTY LDP #WRN24-038

DATE: NOVEMBER 25, 2025

DRAWN BY: MK
DRAWING: BLMANOR-WE1
JOB NO. 2023-099

2
2

Patrick Walker

Docusign Envelope ID: AC84DD20-B325-4B95-82BD-C4F0D0B7A4C2

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0199 **Meeting Date:** 4/15/2026

Department
Real Estate and Asset Management

Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and PPF / Royal Airport West Venture, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 0 Naturally Fresh Boulevard, College Park, Georgia 30349.

Requirement for Board Action
Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☒
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: PPF / Royal Airport West Venture, LLC, the owner of the real property located at 0

Naturally Fresh Boulevard, College Park, Georgia 30349, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within an existing Fulton County sewer easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 69700, Page 673, and Deed Book 69737, Page 314.

At the request of PPF / Royal Airport West Venture, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 2,646.92 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner conditional approval to install stormwater improvements within the County's sewer line easement area**.**

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference Deed/Plat Book 67580, Page 114
69700 673
Deed Book 69737, Page 314

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 22nd day of January, 2025, between PPF/Royal Airport West Venture LLC, a Delaware limited liability company, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 3700 Naturally Fresh Blvd. (enter address), and as more fully described in that certain conveyance recorded in Deed Book 67580, Page 0114 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

69700 673

2. 69737 314

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) ___, Page __ of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County pursuant to the terms hereof.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at its sole cost and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, its employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by it, its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6th Floor
Atlanta, GA 30303

with a copy to: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: ____PPF/Royal Airport West Venture LLC,____
____3340 Peachtree Road, NE Suite 2550_____
____Atlanta, GA 30349_____

District__9___, Section__F___, Land Lot(s)_105, 128_

Parcel Number: ___09F250001280094_____

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER PPF/ROYAL AIRPORT WEST VENTURE LLC,

Signed sealed and delivered in the presence of

Unofficial Witness

Name: TONY A. BARTLETT
Title: AUTHORIZED SIGNATORY

Notary Public
My Commission Expires: 8/13/2025

Owner's Address: 8111 Douglas Avenue, Suite 600, Dallas, TX 75225

(Notary Seal)

KENZIE WINTERS
My Commission Expires
NOTARY PUBLIC
August 13, 2025
FAYETTE COUNTY, GEORGIA

[Signatures continued on next page.]

Signed, sealed and delivered this ____day of _____, 2024 in the presence of:

_____
Witness

_____
[Notarial Seal]

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

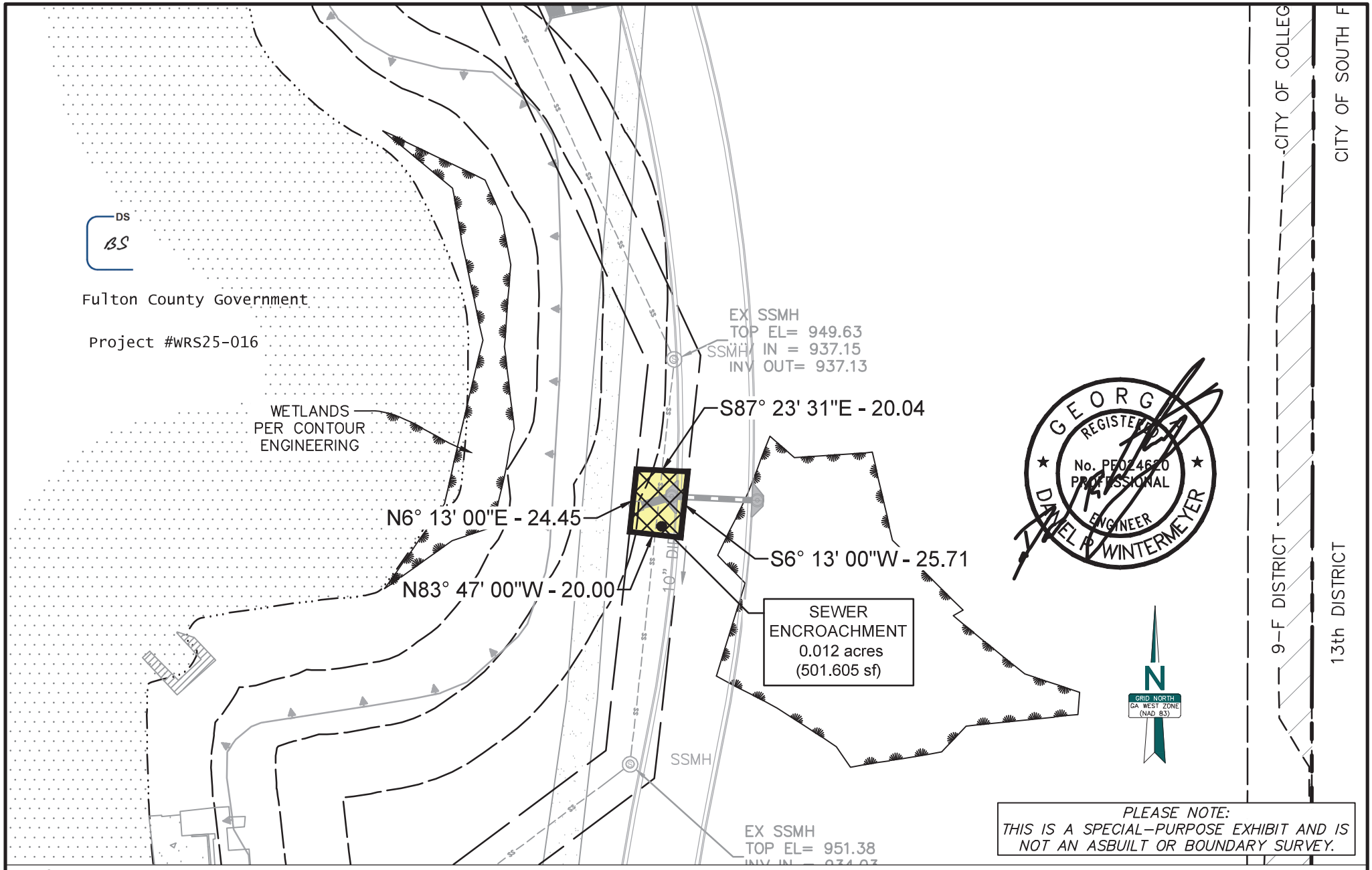
_____
David E. Clark, Director
Department of Public Works

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission



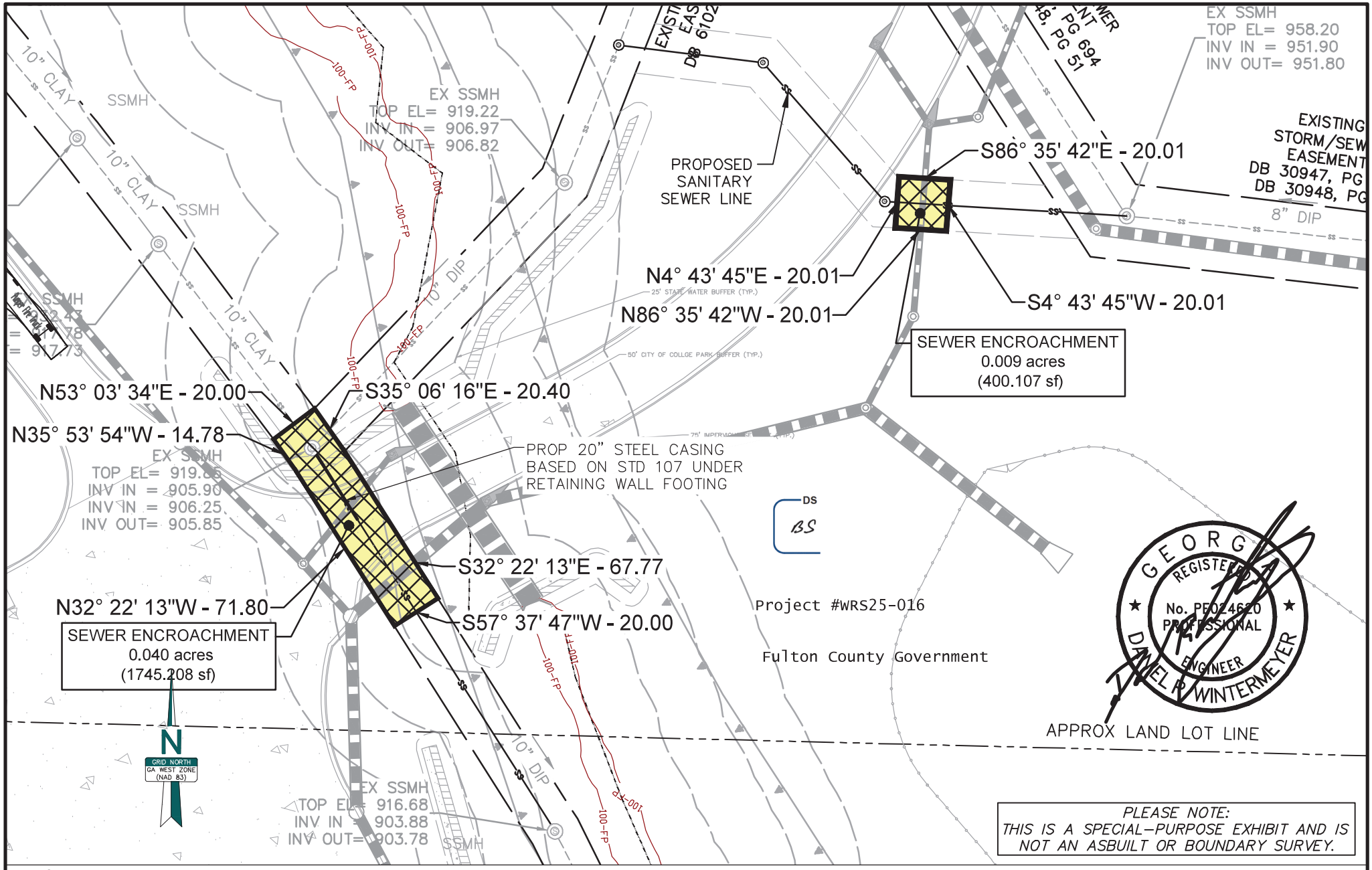
Vanasse Hangen Brustlin, Inc.
1355 PEACHTREE ST NE, SUITE 420
ATLANTA, GEORGIA 30309
PHONE:(404) 214-6745 / GEORGIA LSF 1406

SANITARY SEWER ENCROACHMENT 1
EXHIBIT A FOR:

LINCOLN -AWDC 600

LAND LOT 128; 9-F DISTRICT
CITY OF COLLEGE PARK, FULTON COUNTY, GEORGIA
DATE: 05/29/2025

0 25 50 100
SCALE: 1" = 50'



Vanasse Hangen Brustlin, Inc.
1355 PEACHTREE ST NE, SUITE 420
ATLANTA, GEORGIA 30309
PHONE:(404) 214-6745 / GEORGIA LSF 1406

SANITARY SEWER ENCROACHMENT 1
EXHIBIT A FOR:

LINCOLN -AWDC 600

LAND LOT 128; 9-F DISTRICT
CITY OF COLLEGE PARK, FULTON COUNTY, GEORGIA
DATE: 05/29/2025

0 25 50 100
SCALE: 1" = 50'

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0200 **Meeting Date:** 4/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 2260 Old Milton Parkway, Alpharetta, Georgia 30009

Requirement for Board Action
Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: JBGL Atlanta Development 2014, LLC, the owner of the real property located at 2260 Old Milton Parkway, Alpharetta, Georgia 30009, has requested conditional approval of the

Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

In accordance with County Policy and the Statue of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's water line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement agreement as referenced and recorded in Deed Book 69643, Page 19.

At the request of JBGL Atlanta Development 2014, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 13,004 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to accept the terms in the Indemnification Agreement and recommends its approval.

Project Implications: Approval of this Agreement will not impact water services or Fulton County's access to the onsite water service line for necessary maintenance.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Plat Book 68424, Page 272
Deed Book 69643, Page 19

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ___ day of _____, 20 25, between JBGL Atlanta Development 2014, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book 69643 page 19 of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".

2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

3.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

4.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

5.

Owner shall perform all work on the Private Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public

improvements when needed to protect the health, safety and general welfare of the public.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

This License and Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (I) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6th Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER: JBGL Atlanta Development 2014, LLC
11340 Lakefield Drive, Ste 140
Johns Creek, GA 30097

Re: 1st District 2nd Section, Land Lot(s) 748

Parcel Number: 12 270307480305

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER JBGL Atlanta Development 2014, LLC

Signed sealed and delivered in the presence of

Unofficial Witness

Signature (Authorized Party to Bind Owner Entity)

Notary Public

Veronica Edwards, Authorized Representative
Signatory's Name and Title (printed)

My Commission Expires: April 1, 2026

Owner's Address: 5501 Headquarters Dr.
Suite 300W
Plano, TX 75024

(Notary Seal)

(Notary Stamp)

KRISTY LYN CHANDLER
Notary ID #129770238
My Commission Expires
April 1, 2026

[Signatures continued on next page.]

Signed, sealed and delivered this ____day of _____, 20__ in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

_____
Witness

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

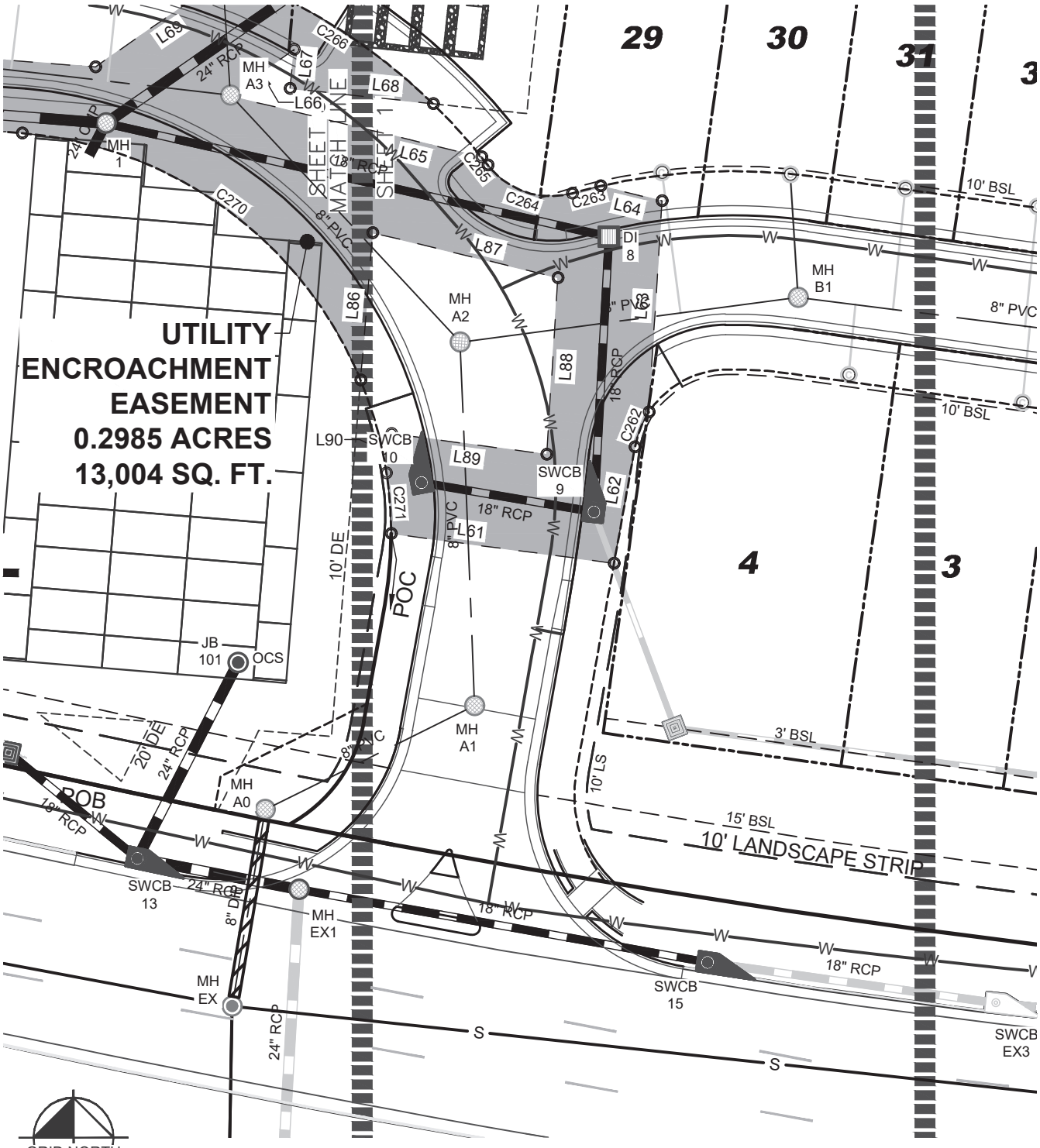
_____
Y. Soo Jo, County Attorney

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

EXHIBIT "A



PARK WALKE II

UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

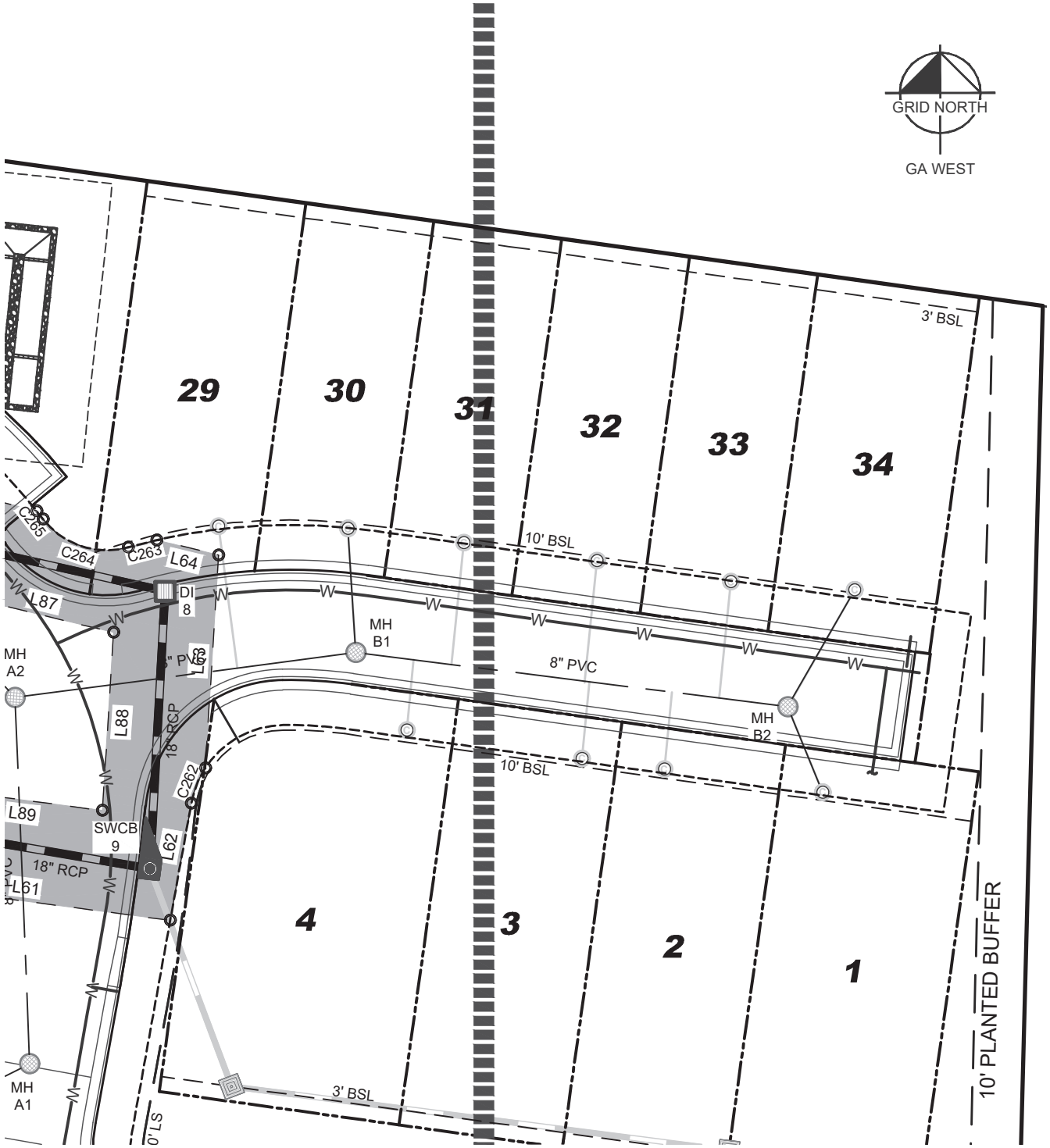
AB
09/17/25

GEORGIA PROFESSIONAL LAND SURVEYOR
NO. 3499
KEVIN GLENN PATE

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	1 OF 7



AB
09/17/25

PARK WALKE II

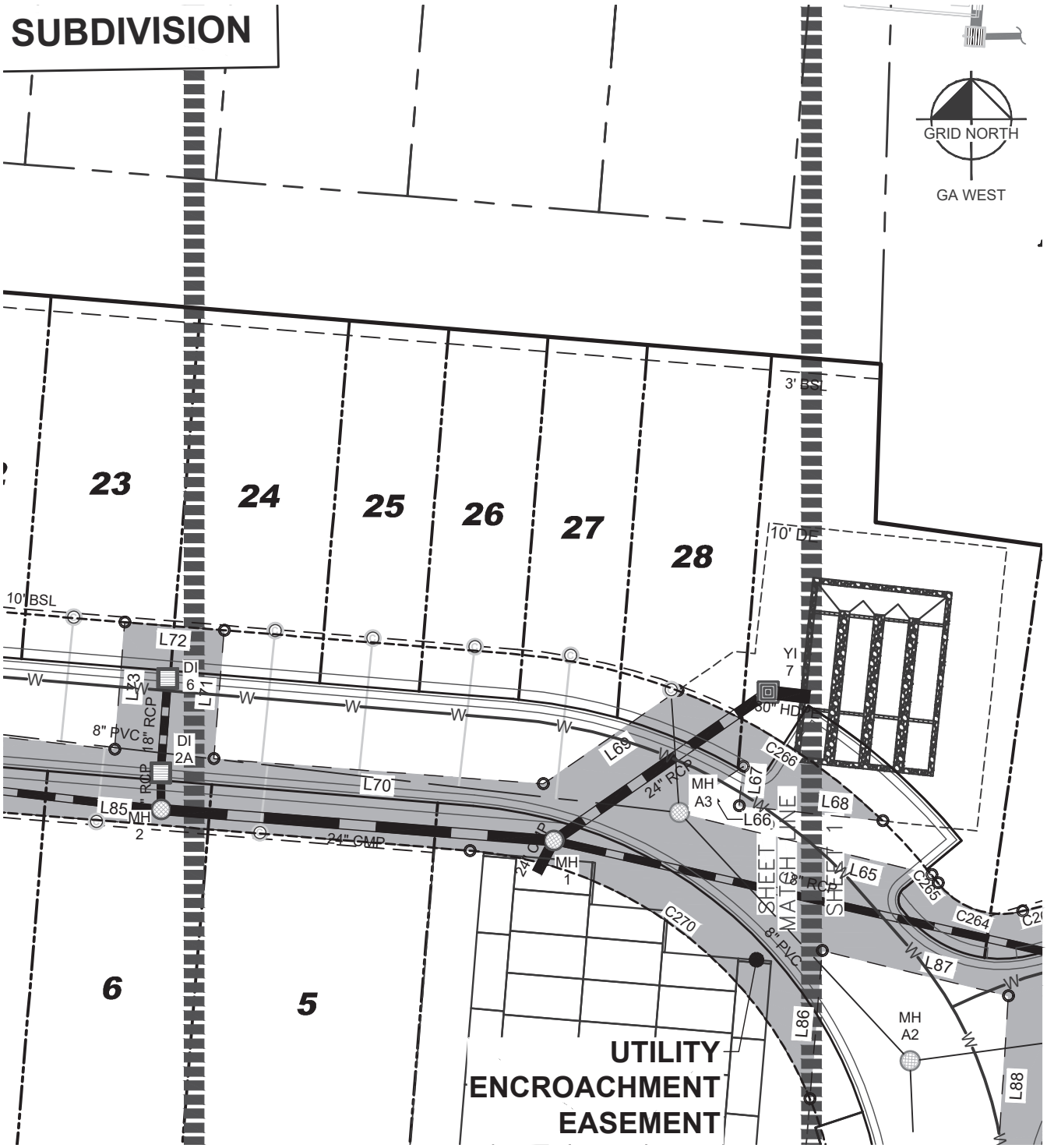
UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA PROFESSIONAL NO. 3499 LAND SURVEYOR KEVIN GLENN PATE

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	2 OF 7



A B
09/17/25

PARK WALKE II

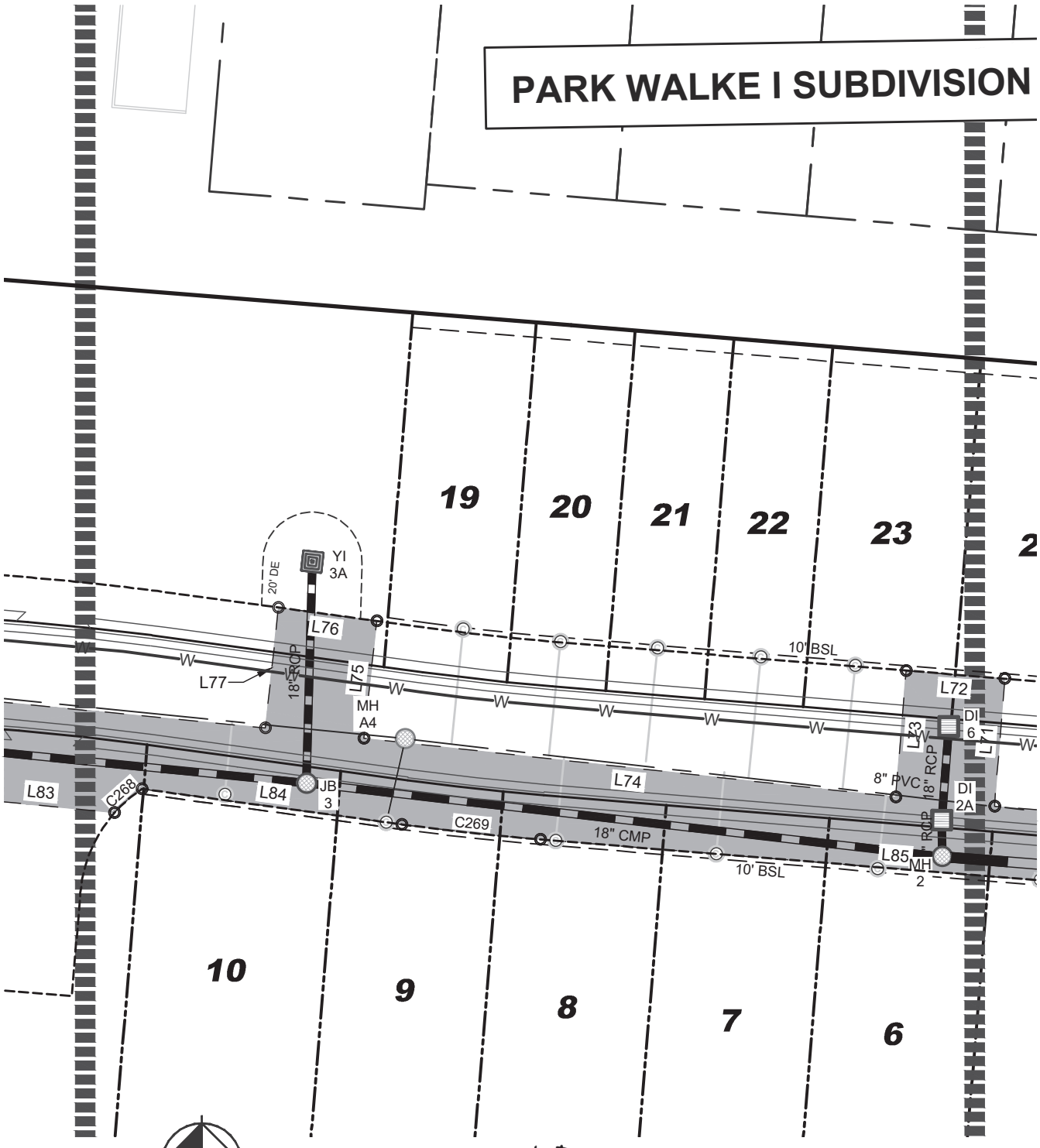
UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA PROFESSIONAL NO. 3499 LAND SURVEYOR KEVIN GLENN PATE

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	3 OF 7



GRID NORTH

GA WEST

A B

09/17/25

PARK WALKE II

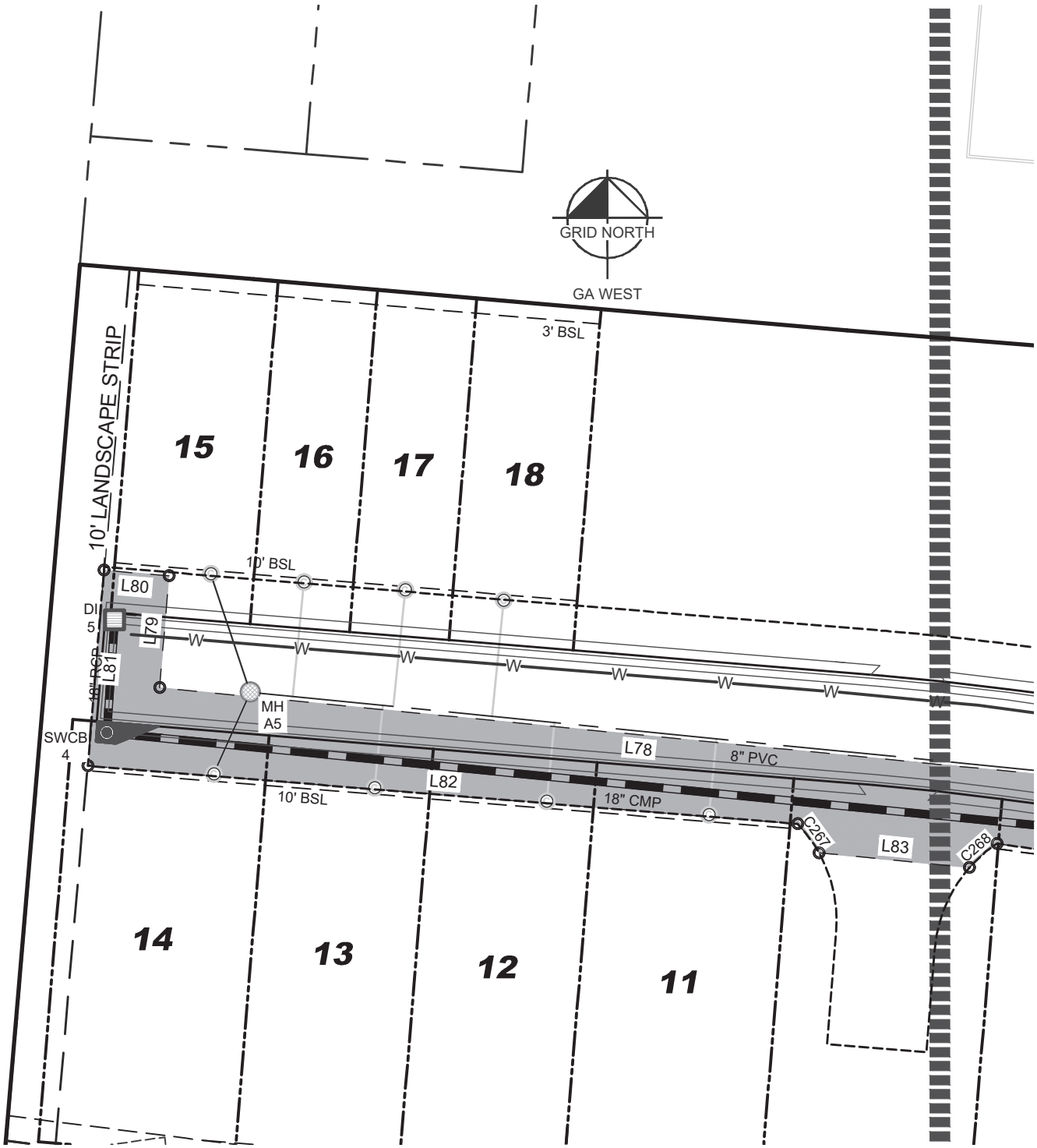
UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

GEORGIA PROFESSIONAL LAND SURVEYOR NO. 3499 KEVIN GLENN PATE

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	4 OF 7



A B
09/17/25

PARK WALKE II

UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA PROFESSIONAL NO. 3499 LAND SURVEYOR KEVIN GLENN PATE

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	5 OF 7

Parcel Table				
Line #/Curve #	Radius	Length	Bearing	Distance
C262	19.00'	7.61'		7.56'
C263	120.00'	5.90'		5.90'
C264	16.00'	19.00'		17.91'
C265	119.00'	2.10'		2.10'
C266	119.00'	49.09'		48.74'
C267	28.00'	7.22'		7.20'
C268	28.00'	7.31'		7.29'
C269	520.00'	28.11'		28.11'
C270	81.00'	88.83'		84.44'
C271	81.00'	12.30'		12.29'
L61				45.82'
L62				28.82'
L63				42.68'
L64				12.74'
L65				52.60'
L66				16.23'
L67				7.90'
L68				29.02'
L69				32.84'
L70				66.27'

Parcel Table				
Line #/Curve #	Radius	Length	Bearing	Distance
L71				25.85'
L72				20.00'
L73				25.61'
L74				107.94'
L75				23.80'
L76				20.01'
L77				24.43'
L78				198.75'
L79				22.51'
L80				13.12'
L81				39.33'
L82				142.79'
L83				30.30'
L84				52.92'
L85				143.46'
L86				29.78'
L87				38.42'
L88				35.69'
L89				31.53'
L90				7.97'

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA PROFESSIONAL NO. 3499 LAND SURVEYOR KEVIN GLENN PATE

PARK WALKE II

UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	6 OF 7

PROPERTY DESCRIPTION – PARK WALKE II UTILITY ENCROACHMENT EASEMENT

All that tract or parcel of land lying and being in Land Lot 748 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the easterly right of way line of Haynes Bridge Road (right of way varies) and the northerly right of way line of Old Milton Parkway (right of way varies); THENCE proceeding along said right of way line of Old Milton Parkway the following courses and distances: South 82 degrees 47 minutes 25 seconds East a distance of 35.23 feet to a point; THENCE South 82 degrees 47 minutes 24 seconds East a distance of 31.41 feet to a point; THENCE along a curve to the right with a radius of 3,763.00 feet and an arc length of 68.17 feet, said curve having a chord bearing of South 82 degrees 17 minutes 16 seconds East and a chord distance of 68.17 feet to a point; THENCE along a curve to the right with a radius of 3,897.97 feet and an arc length of 155.48 feet, said curve having a chord bearing of South 80 degrees 38 minutes 34 seconds East and a chord distance of 155.47 feet to a point; THENCE South 00 degrees 42 minutes 49 seconds West a distance of 10.29 feet to a point; THENCE along a curve to the right with a radius of 3,884.72 feet and an arc length of 95.10 feet, said curve having a chord bearing of South 78 degrees 43 minutes 52 seconds East and a chord distance of 95.10 feet to a point; THENCE South 78 degrees 01 minutes 48 seconds East a distance of 66.36 feet to a point; THENCE along a curve to the left with a radius of 2,129.23 feet and an arc length of 32.22 feet, said curve having a chord bearing of South 78 degrees 26 minutes 50 seconds East and a chord distance of 32.22 feet to a point THENCE leaving the northerly right of way line of Old Milton Parkway (right of way varies) and proceeding along the edge of a private access and utility easement known as Paley Drive (44' in width) along a curve to the left with a radius of 29.50 feet and an arc length of 26.51 feet, said curve having a chord bearing of North 35 degrees 58 minutes 19 seconds East and a chord distance of 25.63 feet to a point; THENCE North 10 degrees 13 minutes 34 seconds East a distance of 23.99 feet to a point; THENCE along a curve to the left with a radius of 81.00 feet and an arc length of 14.40 feet, said curve having a chord bearing of North 05 degrees 07 minutes 26 seconds East and a chord distance of 14.38 feet to a point; said point being the POINT OF BEGINNING.

THENCE from said POINT OF BEGINNING along a curve to the left with a radius of 81.00 feet and an arc length of 12.30 feet, said curve having a chord bearing of North 04 degrees 19 minutes 10 seconds West and a chord distance of 12.29 feet to a point; THENCE North 07 degrees 33 minutes 01 seconds East a distance of 7.97 feet to a point; THENCE South 82 degrees 26 minutes 59 seconds East a distance of 31.53 feet to a point; THENCE North 03 degrees 34 minutes 12 seconds East a distance of 35.69 feet to a point; THENCE North 76 degrees 20 minutes 45 seconds West a distance of 38.42 feet to a point; THENCE South 04 degrees 40 minutes 50 seconds West a distance of 29.78 feet to a point; THENCE along a curve to the left with a radius of 81.00 feet and an arc length of 88.83 feet, said curve having a chord bearing of North 53 degrees 54 minutes 13 seconds West and a chord distance of 84.44 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 143.46 feet to a point; THENCE along a curve to the right with a radius of 520.00 feet and an arc length of 28.11 feet, said curve having a chord bearing of North 83 degrees 46 minutes 14 seconds West and a chord distance of 28.11 feet to a point;

THENCE North 82 degrees 13 minutes 19 seconds West a distance of 52.92 feet to a point; THENCE along a curve to the left with a radius of 28.00 feet and an arc length of 7.31 feet, said curve having a chord bearing of South 48 degrees 53 minutes 19 seconds West and a chord distance of 7.29 feet to a point; THENCE North 84 degrees 23 minutes 12 seconds West a distance of 30.30 feet to a point; THENCE along a curve to the left with a radius of 28.00 feet and an arc length of 7.22 feet, said curve having a chord bearing of North 36 degrees 31 minutes 16 seconds West and a chord distance of 7.20 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 142.79 feet to a point; THENCE North 04 degrees 40 minutes 50 seconds East a distance of 39.33 feet to a point; THENCE South 85 degrees 05 minutes 15 seconds East a distance of 13.12 feet to a point; THENCE South 04 degrees 54 minutes 45 seconds West a distance of 22.51 feet to a point; THENCE South 84 degrees 23 minutes 12 seconds East a distance of 193.75 feet to a point; THENCE North 06 degrees 12 minutes 07 seconds East a distance of 24.43 feet to a point; THENCE South 82 degrees 13 minutes 42 seconds East a distance of 20.01 feet to a point; THENCE South 06 degrees 12 minutes 07 seconds West a distance of 23.80 feet to a point; THENCE South 83 degrees 40 minutes 47 seconds East a distance of 107.94 feet to a point; THENCE North 04 degrees 37 minutes 45 seconds East a distance of 25.61 feet to a point; THENCE South 85 degrees 19 minutes 10 seconds East a distance of 20.00 feet to a point; THENCE South 04 degrees 37 minutes 45 seconds West a distance of 25.85 feet to a point; THENCE South 85 degrees 38 minutes 38 seconds East a distance of 66.27 feet to a point; THENCE North 55 degrees 12 minutes 24 seconds East a distance of 32.84 feet to a point; THENCE along a curve to the right with a radius of 119.00 feet and an arc length9.09 feet, said curve having a chord bearing of South 57 degrees 31 minutes 58 seconds East and a chord distance8.74 feet to a point; THENCE North 83 degrees 57 minutes 41 seconds West a distance of 29.02 feet to a point; THENCE North 06 degrees 02 minutes 19 seconds East a distance of 7.90 feet to a point; THENCE South 55 degrees 12 minutes 24 seconds West a distance of 16.23 feet to a point; THENCE South 76 degrees 20 minutes 45 seconds East a distance of 52.60 feet to a point; THENCE along a curve to the right with a radius of 119.00 feet and an arc length of 2.10 feet, said curve having a chord bearing of South 38 degrees 12 minutes 32 seconds East and a chord distance of 2.10 feet to a point; THENCE along a curve to the left with a radius of 16.00 feet and an arc length of 19.00 feet, said curve having a chord bearing of South 71 degrees 38 minutes 41 seconds East and a chord distance of 17.91 feet to a point; THENCE along a curve to the right with a radius of 120.00 feet and an arc length of 5.90 feet, said curve having a chord bearing of North 75 degrees 44 minutes 16 seconds East and a chord distance of 5.90 feet to a point; THENCE South 76 degrees 20 minutes 45 seconds East a distance of 12.74 feet to a point; THENCE South 03 degrees 34 minutes 12 seconds West a distance2.68 feet to a point; THENCE along a curve to the left with a radius of 19.00 feet and an arc length of 7.61 feet, said curve having a chord bearing of South 21 degrees 41 minutes 35 seconds West and a chord distance of 7.56 feet to a point; THENCE South 10 degrees 12 minutes 55 seconds West a distance of 23.82 feet to a point; THENCE North 82 degrees 26 minutes 59 seconds West a distance5.32 feet to a point; said point being the POINT OF BEGINNING.

Said tract or parcel contains 13,004 square feet or 0.2985 acre of land.

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com



PARK WALKE II

UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ##'	KGP	BDP	Sep. 2025	019913051	7 OF 7

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0201 **Meeting Date:** 4/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Aga Khan Foundation, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 11350 Lakefield Drive, Johns Creek, Georgia 30097

Requirement for Board Action
Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: Aga Khan Foundation, LLC, the owner of the real property located at 11350

Lakefield Drive, Johns Creek, GA 30097, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement agreement as referenced and recorded in Deed Book 69628, Page 108.

At the request of Aga Khan Foundation, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 200 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner conditional approval to install stormwater improvements within the County's sewer line easement area.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Agenda Item does not involve receipt or payment of funding

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference Deed/Plat Book 48140 , Page 5
Deed Book 69628, Page 108

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20___, between **Aga Khan Foundation U.S.A.** as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 11350 Lakefield Drive, Johns Creek, GA 30097 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 48140 , Page 5 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2. 69628 108

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) ____, Page __ of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by it, its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6th Floor
Atlanta, GA 30303

with a copy to: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: Aga Khan Foundation U.S.A.
685 Dekalb Industrial Way
Decatur, GA 30033

District 11, Section _____, Land Lot(s) 382

Parcel Number: 11 107003820362

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER Aga Khan Foundation U.S.A.

Signed sealed and delivered in the presence of

X Unofficial Witness

Notary Public
My Commission Expires: 07/31/27

(Notary Seal)

CHRISTIAN NATHANIEL SANDERS
NOTARY PUBLIC
REGISTRATION # 8036201
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES July 31, 2027

Signature (Authorized Party to Bind Owner Entity)

Nazlin Pepermintwala, Owner
Signatory's Name and Title (printed)

Owner's Address:

685 Dekalb Industrial Way

Decatur, GA 30033

[Signatures continued on next page.]

Signed, sealed and delivered this ____ day of _____, 2025 in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

_____
Witness

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____
[Notarial Seal]

APPROVED AS TO FORM:

ATTEST:

_____
Y. Soo Jo, County Attorney

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

EXHIBIT "A"

Sewer Easement Encroachment – Parcel #11 107003820362

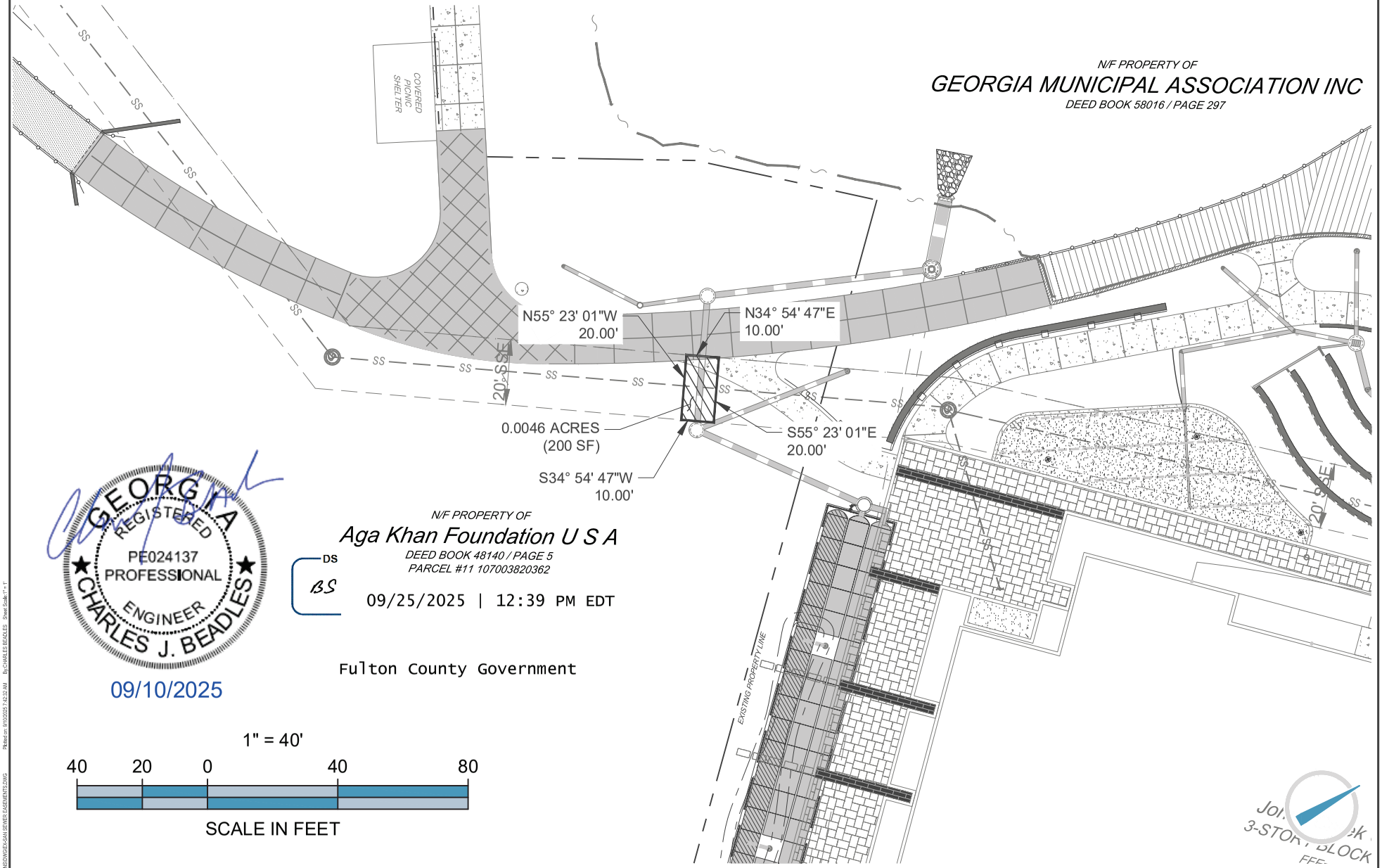
All that tract or parcel of land lying or being in Land Lot 382, 1st District, 1st Section, Fulton County, City of Johns Creek, Georgia, and being more particularly described as follows:

COMMENCING at a 1/2-inch rebar found at the southwestern right-of-way of Georgia Hwy 141 aka Medlock Bridge Road (Variable Width R/W); thence South 03 degrees 47 minutes 45 seconds East for a distance of 1451.02 feet to a point and the POINT OF BEGINNING; thence South 55 degrees 23 minutes 01 seconds East for a distance of 20.00 feet to a point; thence South 34 degrees 54 minutes 47 seconds West for a distance of 10.00 feet to a point; thence North 55 degrees 23 minutes 01 seconds West for a distance of 20.00 feet to a point; thence North 34 degrees 54 minutes 47 seconds West for a distance of 10.00 feet to a point and the POINT OF BEGINNING.

Said easement encroachment contains 0.0046 acres (200 sq. ft).

DS
BS 09/25/2025 | 12:39 PM EDT

Fulton County Government



FORESITE group
Foresite Group, LLC
3740 Davinci Ct.
Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

REVISIONS DATE

PROJECT:

CREEKSIDE PARK
11360 LAKEFIELD DRIVE
JOHNS CREEK, GA 30097

TITLE:

EXHIBIT A - ENCROACHMENT EXHIBIT

SHEET NUMBER:

....

PROJECT MANAGER:	AK
DRAWING BY:	YH
JURISDICTION:	JOHNS CREEK, GA
DATE:	05/29/2024
COMMENTS:	RELEASED FOR CONSTRUCTION
JOB/FILE NUMBER:	939.011

Y:\SHARED\GIS\939.011 JOHNS CREEK - CREEKSIDE CONSTRUCTION PLANS\ENGEX-SAN SEWER EASEMENTS.DWG Plotted on: 9/10/2025 7:42:22 AM By:CHARLES.BEADLES Sheet Scale:1" = 1'

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0202 **Meeting Date:** 4/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and David E. Rippe, as Trustee, or his successors in trust, of the Rippe Family Trust dated June 28, 2023, and any amendments thereto for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 605 Marietta Highway, Roswell, Georgia 30075.

Requirement for Board Action
Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Agenda Item No.: 26-0202 **Meeting Date:** 4/15/2026

Scope of Work:

DAVID E. RIPPE, as Trustee, or his successors in trust, of the RIPPE FAMILY TRUST dated June 28, 2023, and any amendments thereto., the owner of the real property located at 605 Marietta Highway, Roswell, Georgia 30075, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements to remain within the County's sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 22910, Page 409.

At the request of DAVID E. RIPPE, as Trustee, or his successors in trust, of the RIPPE FAMILY TRUST dated June 28, 2023, and any amendments thereto., the Department of Public Works completed an on-site assessment of the area, which is approximately 77.51 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner conditional approval to install stormwater improvements within the County's sewer line easement area**.**

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 67046, Page 507
Deed Book 29910, Page 409

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between DAVID E. RIPPE, as Trustee, or his successors in trust, of the RIPPE FAMILY TRUST dated June 28, 2023, and any amendments thereto as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. 29910 409

Owner warrants that he is the full and true owner and has clear title to that certain property known as 605 Marietta Hwy., Roswell, GA 30075 (enter address), and as more fully described in that certain conveyance recorded in Deed Book ___, Page ___ of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2. 29910 409

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) ___, Page ___ of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3. With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by it, its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6th Floor
Atlanta, GA 30303

with a copy to: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: DAVID E. RIPPE, as Trustee, or his successors in trust, of the RIPPE FAMILY TRUST dated June 28, 2023, and any amendments thereto

District 1st, Section 2nd, Land Lot(s) 297

Parcel Number: 12-1720-0297-090-5

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER DAVID E. RIPPE, as Trustee, or his successors in trust, of the RIPPE FAMILY TRUST dated June 28, 2023, and any amendments thereto

Signed sealed and delivered in the presence of

Unofficial Witness

Julia Vaughn
Notary Public
My Commission Expires: 10-3-29

(Notary Seal)

JULIA VAUGHN
Commission # HH 699043
Expires October 3, 2029

Signature (Authorized Party to Bind Owner Entity)

David E. Rippe, Trustee
Signatory's Name and Title (printed)

Owner's Address: 605 Marietta Hwy.,
Roswell, GA 30075

[Signatures continued on next page.]

Signed, sealed and delivered this ____day of _____, 2025 in the presence of:

_____
Witness

_____
[Notarial Seal]

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

EXHIBIT "A"

Docusign Envelope ID: C4143698-1E0A-4DF5-AE7A-176C5CC6C13C

EXHIBIT "A" - part 1

IF YOU DIG GEORGIA... CALL US FIRST 1-800-282-7411 770-623-4344 (METRO ATLANTA ONLY) UTILITY PROTECTION CENTER IT'S THE LAW

OLD HOUSE FFE: 955.20

GRADED SLOPES SHALL NOT EXCEED 3H : 1V

NO WATERS OF THE STATE EXIST WITHIN 200 FEET OF THE PROJECT SITE

BEARING SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, GA WEST ZONE 1002 ELEVATIONS SHOWN HEREON RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988

NOTE B:
NOT FOUND IN THE FIELD. APPROXIMATE LOCATION BY GIS SECTION DEPARTMENT OF WATERSHED MANAGEMENT FULTON COUNTY.
CAMERA PLUMBER IS RECOMMENDED TO LOCATE PIPE IN MORE DETAIL.

Course	Bearing	Distance
L1	N 88°59'24"E	3.87'

SSMH1
TOP=965.98
INV IN=952.98
INV OUT=952.88

SSMH2
TOP=940.95
INV IN=936.95
INV OUT=936.75

SSMH3
TOP=943.80
(A)INV IN=936.60
(B)INV IN=936.60
INV OUT=934.60

EROSION CONTROL LEGEND

Ds1	DISTURBED AREA STABILIZATION (W/ MULCHING ONLY)	Ds1	A TEMPORARY COVER OF PLANT RESIDUES APPLIED TO THE SOIL SURFACE FOR A PERIOD OF (6) MONTHS OR LESS WHEN SEEDING IS NOT PRACTICAL.
Ds2	DISTURBED AREA STABILIZATION (W/ TEMPORARY SEEDING)	Ds2	ESTABLISHING A TEMPORARY NEGATIVE COVER WITH FAST GROWING SEEDING ON DISTURBED AREAS. SEE EROSION CONTROL NOTES.
Ds3	DISTURBED AREA STABILIZATION (W/ PERMANENT VEGETATION)	Ds3	ESTABLISHING PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES OR LEGUMES ON DISTURBED AREAS. SEE ENLARGED PLANS

NO IMPACT TO TREE CRZs UNLESS EXPLICITLY STATED

SILT FENCE HAND DUG IN CRZ

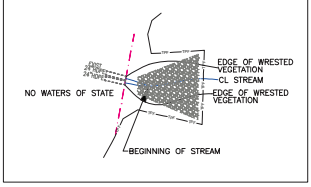
THE PLACEMENT OF DUMPSTERS AND THE PARKING OF AUTOMOBILES IS PROHIBITED IN THE RIGHT-OF-WAY.

TREE SAVE STATUS:
X INDICATES TREE TO BE REMOVED

DOT NOTES:
1. RDOT INSPECTORS NEED TO BE CALLED TO INSPECT THE FORMS PRIOR TO ANY POURING OF CONCRETE FOR ALL DRIVEWAYS, APRONS, AND SIDEWALKS. FAILURE TO DO SO MAY RESULT IN THE CITY NOT ACCEPTING CONCRETE WORK OR GRANTING OR APPROVING C.O's IF OUT OF COMPLIANCE. CONTACT RDOT AT 770-594-6420 (OFFICE) OR 770-594-6277 (DIRECT) OR EMAIL LEE DYER AT Ldyer@roswellgov.com, AND REQUEST TO MAKE AN APPOINTMENT WITH INSPECTOR TO AVOID REWORK AT AT APPLICANT EXPENSE.
2. AFTER RECEIVING THE LAND DISTURBANCE PERMIT, OBTAIN RIGHT-OF WAY ENCROACHMENT PERMIT FROM TRANSPORTATION DEPARTMENT UTILITY COORDINATOR DAN WEISEL AT 770-594-6104 (DIRECT) 6420 (MAIN) OR rdotpermits@roswellgov.com

SdFs INDICATES SEDIMENT BARRIER – COMPOST FILTER SOCK
Sd2–F INDICATES Sd2 TYPE F SEDIMENT CONTROL
Sd2–PP INDICATES Sd2 TYPE PP SEDIMENT CONTROL
Sd1–C INDICATES Sd1 TYPE C SILT FENCE
Sd1–S INDICATES Sd1 TYPE S SILT FENCE
Sd1–Hb INDICATES Sd1 TYPE Hb HAYBALES
Tr INDICATES TREE PROTECTION FENCE
INDICATES STRUCTURAL ROOT PLATE
INDICATES PROPOSED CONTOURS
INDICATES EXISTING CONTOURS

PERMANENT STREAM CHANNEL LOSS
LAND AREA 698.19 SF = 0.016 AC



THE AFFECTED REACH OF THE STREAM CHANNEL WILL BE RETURNED TO PREEXISTING CONTOURS FOLLOWING THE REMOVAL OF THE TEMPORARY DIVERSION STRUCTURE.

* LINE INDICATORS *
INDICATES GAS LINE
INDICATES SANITARY SEWER LINE
INDICATES POWER LINE
INDICATES WATER LINE
INDICATES FENCE LINE
INDICATES DRAINAGE LINE
BURIED POWER/CABLE LINE
FIBER BURIED LINE

* SYMBOLS *
ELECTRIC PANEL/METER
WATER METER
AIR CONDITIONER
GAS METER
JUNCTION BOX
SANITARY SEWER MANHOLE
STORM MANHOLE
TRAFFIC/INFO SIGN
GAS MARKER
LAMP POST
METAL POST/PILLAR
WATER VALVE
HEADWALL
STAIRS
DRAINAGE INLET
FIRE HYDRANT
R/W MONUMENT
IRRIGATION VALVE
PARKING METER
PARKING STOPS BLOCKS
CONCRETE MONUMENT
TRAFFIC POLE
MAIL BOX
BENCHMARK
SINGLE STEM
MULTI STEM

* L E G E N D *

APP	AS PER PLAT	IV	IRRIGATION VALVE
APO	AS PER DEED	IM	IRRIGATION METER
APF	AS PER FIELD	JB	JUNCTION BOX
AF	ANGLE IRON FOUND	LL	LAND LOT LINE
APS	AS PER SURVEY	LSB	LANDSCAPED SEQUENCE P
APPROX	APPROXIMATE	MBH	MAGNOLIA TREE
BB	BOTTOM BANK	MH	MAN HOLE
BC	BACK OF CURB	MTF	METAL FENCE
BL	BACK LOT	N	NORTH
BLS	BUILDING SETBACK LINE	NAD	NO ADDRESS
BRK	BRICK	OTBP	OPEN TOP PIPE FOUND
BSMT	BASEMENT	P	PORCH
CATV	CABLE TV BOX	PD	PIPE
CBL	CABLE LINE	PF	PROPERTY CORNER
C	CONCRETE	PL	PROPERTY LINE
CB	CATCH BASIN	PVC	PVC PIPE
CL	CENTER LINE	POB	POINT OF BEGINNING
CLF	CHAIN LINK FENCE	POC	POINT OF COMMENCING
CMP	CORRUGATED METAL PIPE	PP	POWER POLE
COA	CITY OF ATLANTA	PE	POWER LINE
CO	CLEAN OUT/ SEWER CLEAN OUT	PTSB	PEDESTRIAN TRAFFIC SIGNAL POLE
CM	CANTERBURY MAP	PXB	PEDESTRIAN PUSHBUTTON
CRWL	CRAWL SPACE	PVC	POLYVINYL CHLORIDE PIPE
CP	CALCULATED POINT	RCP	REINFORCED CONCRETE PIPE
CPF	CAPPED FOUND	RCD	RON IRON FOUND
(D)	DEED	RBS	REBAR SPICE FOUND
DE	DRAINAGE EASEMENT	RBF	REINFORCING BAR FOUND
DI	DRAINAGE INLET	RBS	REINFORCING BAR SET
DLAP	DRAINAGE LAP	RCP	REINFORCED CONCRETE PIPE
DIST	DISTURBED	R/W	RIGHT-OF-WAY
DOT	DEPARTMENT OF TRANSPORTATION	SN	SIGN
DNR	DEPARTMENT OF WATERSHED	SS	SANITARY SEWER LINE
EB	ELECTRIC POWER BOX	SSE	SANITARY SEWER EASEMENT
EM	ELECTRIC METER	SSMH	SANITARY SEWER MANHOLE
EP	EDGE OF PAVEMENT	SW	SIDEWALK
EL	ELEVATION	TB	TOP OF BANK
FC	FACE OF CURB	TBW	TOP OF RETAINING WALL
FDC	FIRE DEPARTMENT CONNECTION	TSP	TRAFFIC SIGNAL POLE
FH	FIRE HYDRANT	UE	UTILITY EASEMENT
FF	FINISH FLOOR	WC	WOOD CHAIR
GL	GAS LINE	WDF	WOOD FENCE
GM	GAS METER	WL	WATER LINE
GV	GAS VALVE	WM	WATER METER
GW	GUY WIRE	WP	WATER PUMP
HW	HEAD WALL	WRF	WIRE FENCE
HW	HARDWOOD TREE	WV	WATER VALVE
IPF	IRON PIN FOUND	WTH	WEATHER
IPS	IRON PIN SET	W/	WITH/

630 (DB.15780/PG.74) N/F CELESTINO & LINDA VENTURI
S 89°05'34"E 198.70'(F=D)

650 (DB.50997/PG.661) N/F CELESTINO VENTURI
N 00°34'42"W 154.82'(F=DB.50997/PG.661)

POSSIBLE LESS AND EXCEPT NOT IN FILE AT THE TIME OF SURVEY. FULL TITLE SEARCH IS RECOMMENDED

PL AS PER DB.50997/PG.661

PL AS PER PB.254/PG.41

180 (9) (PB.254/PG.41) N/F THE HOMEOWNERS ASSOC., INC

170 (8) (PB.254/PG.41) N/F BRETT & TAYLOR POLIVKA

160 (7) (PB.254/PG.41) N/F JORGE A FABREGAS

150 (6) (PB.254/PG.41) N/F WILMER M BALADING

140 (5) (PB.254/PG.41) N/F JARED & BRANDY KIRSCHNER

130 (4) (PB.254/PG.41) N/F MARSHALL D & DAIDRA PARRISH

120 (3) (PB.254/PG.41) N/F KOUASSI & LEWIS NGUESSAN

595 (PB.188/PG.136) (DB.58957/PG.189) N/F JAMES BRIAN RIPPE

595 (PB.188/PG.136) (DB.58957/PG.192) N/F JAMES BRIAN RIPPE

S 10°05'14"W 297.58'(F=D)

S 50°11'53"E 98.50'(F=D)

N 00°40'28"E 602.25'(F=PB.254/PG.41)

S 71°50'E 312.32'(F=D)

S 71°12'05"W 332.5'(F=D)

N 60°30'50"E 237.9'

APPROXIMATELY LOCATION OF SEPTIC AREA

EXISTING SEPTIC SYSTEM TO BE REUSED

REVOCABLE DRIVEWAY EASEMENT AS PER DB.20979/PG.215-217 LAND AREA 1648.33 SF

REVOCABLE DRIVEWAY EASEMENT AS PER DB.20979/PG.212-214

APPROX. LOCATION OF LAND LOT LINE

PART OF EXISTING WALL AND CONC AREA TO BE REMOVED

LIMITS OF DISTURBANCE
ALL DISTURBED AREAS
Ds1 Ds2 Ds3

EXISTING TWO 24" RCP TO BE REPLACED WITH TWO NEW 36" RCP (CLASS IV) DESIGNED WITH MINIMUM LOAD OF 75,000 LB TO ACCOMMODATE DRIVEWAY CONSTRUCTION FOR EXISTING SINGLE FAMILY HOME.
EXISTING TWO 24"RCP = 10.4 LF EACH
IMPACT AREA = 41.7 SF
PROPOSED TWO 36" RCP = 20.0 LF EACH
IMPACT AREA = 167.3 SF

DETENTION POND (PB.254/PG.41)

NEW 4" UNDERGROUND DRAIN PIPING (TYP) INSTALLED AT 2% MINIMAL SLOPE

PROPOSED END OF PIPE INV IN=938.50

PROPOSED END OF PIPE INV OUT=938.25

PROPOSED 5 DRY WELLS WITH 24"WIDE 24 DEEP GRAVEL (TYP) (SEE SHEET 7 FOR DETAILS)

NO ADDITIONAL IMPACT. PROPOSED ONLY WITHIN LIMITS OF DIST FOR DEWATERING. WATER IS RUNNING ONLY AFTER RAIN

EXISTING WATER SERVICE LINE TO BE REUSED

BENCHMARK (NAVD'88)
NORTH: 1458945.478
EAST: 2232241.654
ELEVATION: 941.479

GPS STATION 1344 FULTON COUNTY

MARIETTA HIGHWAY ~ 126' R/W BC/EP VARIES (AKA GA-120) (FKA MARIETTA-ROSWELL ROAD)

PROPOSED 20'x75' COVERED AREA

BACKFLOW PREVENTER EXIST WM

PROPOSED CONTOURS

PROPOSED "W" BEAM GUARDRAIL TRANSITION 27' GUARDRAIL TO 31' GUARDRAIL HEIGHT GDOT STD 4390 (SEE SHEET 6 FOR DETAILS)

PROPOSED "W" BEAM GUARDRAIL 31" GUARDRAIL TERMINAL HEIGHT GDOT STD 4350 (SEE SHEET 6 FOR DETAILS)

PROPOSED GUARDRAIL ANCHORAGE TYPE I 31" GUARDRAIL HEIGHT GDOT STD 4383 (SEE SHEET 6 FOR DETAILS)

PROPOSED 31" GUARDRAIL TERMINAL TYPE 12A GDOT STD 4384 (SEE SHEET 6 FOR DETAILS)

PROPOSED "W" BEAM GUARDRAIL 31" GUARDRAIL TERMINAL HEIGHT GDOT STD 4380 (SEE SHEET 6 FOR DETAILS)

PROPOSED "W" BEAM GUARDRAIL TRANSITION 27" GUARDRAIL TO 31" GUARDRAIL HEIGHT GDOT STD 4390 (SEE SHEET 6 FOR DETAILS)

36" RCP Flow= 93 cfs Vo= 8.29 ft/s d50 Stone = 12" d50 Max = 18" Thickness = 27" Riprap Length = 31' Riprap Width W1 = 9' Riprap Width W2= 34'

36" RCP Flow= 93 cfs Vo= 9.65 ft/s d50 Stone = 12" d50 Max = 18" Thickness = 27" Riprap Length = 31' Riprap Width W1 = 9' Riprap Width W2= 34'

THE 2% SLOPE STARTS FROM THE EDGE OF THE PAVEMENT AND EXTENDS 20 FEET ALONG THE CENTRE LINE OF THE PROPOSED DRIVEWAY.

DRIVEWAY ENTRANCE AS PER CITY OF ROSWELL STANDARD EXISTING DRIVEWAY TO BE USED AS CONSTRUCTION ENTRANCE/EXIT
GPS LOCATION
LAT: 34°00'36.8"N
LONG: 84°22'48.6"W

SCALE 1" = 30'

TOTAL LAND AREA
161059.03 SF / 3.697 AC
ALLOWABLE BUILDING COVERAGE
40264.76 SF / 0.924 AC / 25%
EXISTING BUILDING COVERAGE
3348.26 SF / 0.213 AC / 2.1%
EXISTING LOT COVERAGE
13205.32 SF / 0.303 AC / 8.2%
PROPOSED LOT COVERAGE AREA
16215.81 SF / 0.372 AC / 10.1%
DISTURBED AREA
6787.38 SF / 0.156 AC
FLOOR AREA RATIO
SEE ARCHITECT'S SET FOR DETAILS

OTHER REFERENCES:
- PB.91/PG.60.
- SURVEY FOR FIRST FEDERAL SAVINGS & LOAN ASSOCIATION AND JACK CLIFFORD WALKER BY HAROLD L. BUSH & ASSOCIATES DATED OCTOBER 26, 1956.
- REVOCABLE DRIVEWAY EASEMENT DEED DB.20979/PG.212-217.
- RIGHT OF WAY DEED DB.13362/PG.254.
- DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, PROJECT TSAP-120(44) FULTON COUNTY, DATED MARCH 28, 1986, REVISED AUGUST 14, 1989 AND RECORDED IN DB.13362/PG.256-257.

REVISED: 02/02/2026
REVISED: 01/29/2026
REVISED: 01/22/2026
REVISED: 12/24/2025
REVISED: 12/08/2025

RELEASED FOR CONSTRUCTION

LOT	BLOCK
SUBDIVISION	UNIT / SECTION
LAND LOTS 297, 298, 331 AND 332	1ST DISTRICT / 2ND SECTION
FULTON COUNTY, GEORGIA	DB.67046/PG.509 / PB.188/PG.136
FIELD WORK DATE AUG 26, 2025	PRINTED/SIGNED OCT 17, 2025
ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED	PAPER SIZE: 24" x 36"

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 30,000+ FEET, AN ANGULAR ERROR OF 00 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT WAS STATED AS A TRIMBLE R8 GNSS SYSTEM AND A 1/2" CHAIN WERE USED TO OBTAIN THE DETERMINATION TO THE PRECISION AND ACCURACY OF CLASS OF SURVEY AS STATED HEREON. THE FIELD DATA WAS COLLECTED IN A MANNER THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR CONTROL MONUMENTS FOUND WITHIN 500' OF THIS PROPERTY.

AU
COORD #20251364
DWG #20251364 SP-6

SURVEY LAND EXPRESS, INC
LAND SURVEYING SERVICES

34 LENOX POINTE
ATLANTA, GA 30324
FAX 404-601-8941
TEL 404-252-2141
INFO@SURVEYLANDEXPRESS.COM

EROSION CONTROL & GRADING PLAN

SITE PLAN PREPARED FOR:
JOHN HAMMONTREE

PROPERTY ADDRESS:
605 MARIETTA HIGHWAY
ROSWELL, GA 30075

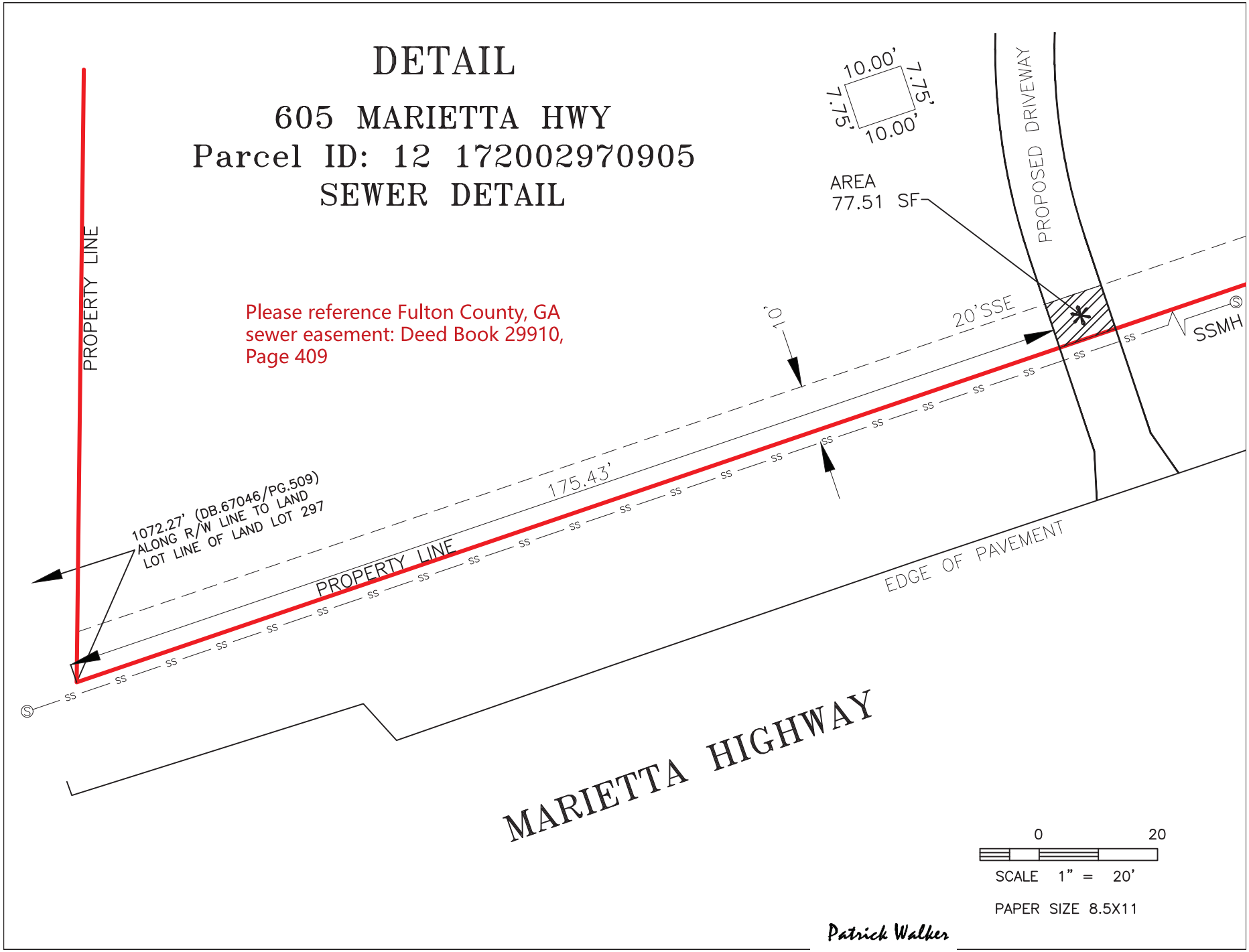
SHEET 3 OF 10

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR 3277 CERTIFICATE NUMBER

IT IS UNLAWFUL FOR ANY PERSON TO ALTER THIS PLAT IN ANY WAY UNLESS HE IS A GEORGIA REGISTERED LAND SURVEYOR AND THE ALTERATION IS DONE UNDER HIS SUPERVISION AND HE ADDS HIS SEAL TO THE PLAT WITH A DESCRIPTION OF THE ALTERATION. VIOLATORS ARE SUBJECT TO PROSECUTION UNDER O.C.G.A. 43-15-23

Docusign Envelope ID: C414369B-1E0A-4DF5-AE77-176C5CC6C13C

EXHIBIT "A" - part 2



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0203 **Meeting Date:** 4/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 2260 Old Milton Parkway, Alpharetta, Georgia 30009

Requirement for Board Action
Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: JBGL Atlanta Development 2014, LLC, the owner of the real property located at

2260 Old Milton Parkway, Alpharetta, GA 30009, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements to remain within the County's existing sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 69643, Page 28.

At the request of JBGL Atlanta Development 2014, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 13,004 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner conditional approval to install stormwater improvements within the County's sewer line easement area.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Agenda Item does not involve receipt or payment of funding.

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 68424, Page 272
Deed Book 69643, Page 28

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between JBGL Atlanta Development 2014, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 2260 Old Milton Pkwy (enter address), and as more fully described in that certain conveyance recorded in Deed Book 68424, Page 272 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 69643, Page 28 of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by it, its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6th Floor
Atlanta, GA 30303

with a copy to: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: JBGL Atlanta Development 2014, LLC
11340 Lakefield Drive, Ste 140
Johns Creek, GA

District 1, Section 2, Land Lot(s) 748

Parcel Number: 12 270307480305

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER JBGL Atlanta Development 2014, LLC

Signed sealed and delivered in the presence of

Unofficial Witness

Notary Public

My Commission Expires: April 1, 2026

(Notary Seal)

KRISTY LYN CHANDLER
Notary ID #129770238
My Commission Expires
April 1, 2026

Signature (Authorized Party to Bind Owner Entity)

Veronica Edwards, Authorized Representative
Signatory's Name and Title (printed)

Owner's Address: 5501 Headquarters Dr.
Ste. 300W
Plano, TX 75024

[Signatures continued on next page.]

Signed, sealed and delivered this ____day of _____, 2024 in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

_____
Witness

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____
[Notarial Seal]

ATTEST:

APPROVED AS TO FORM:

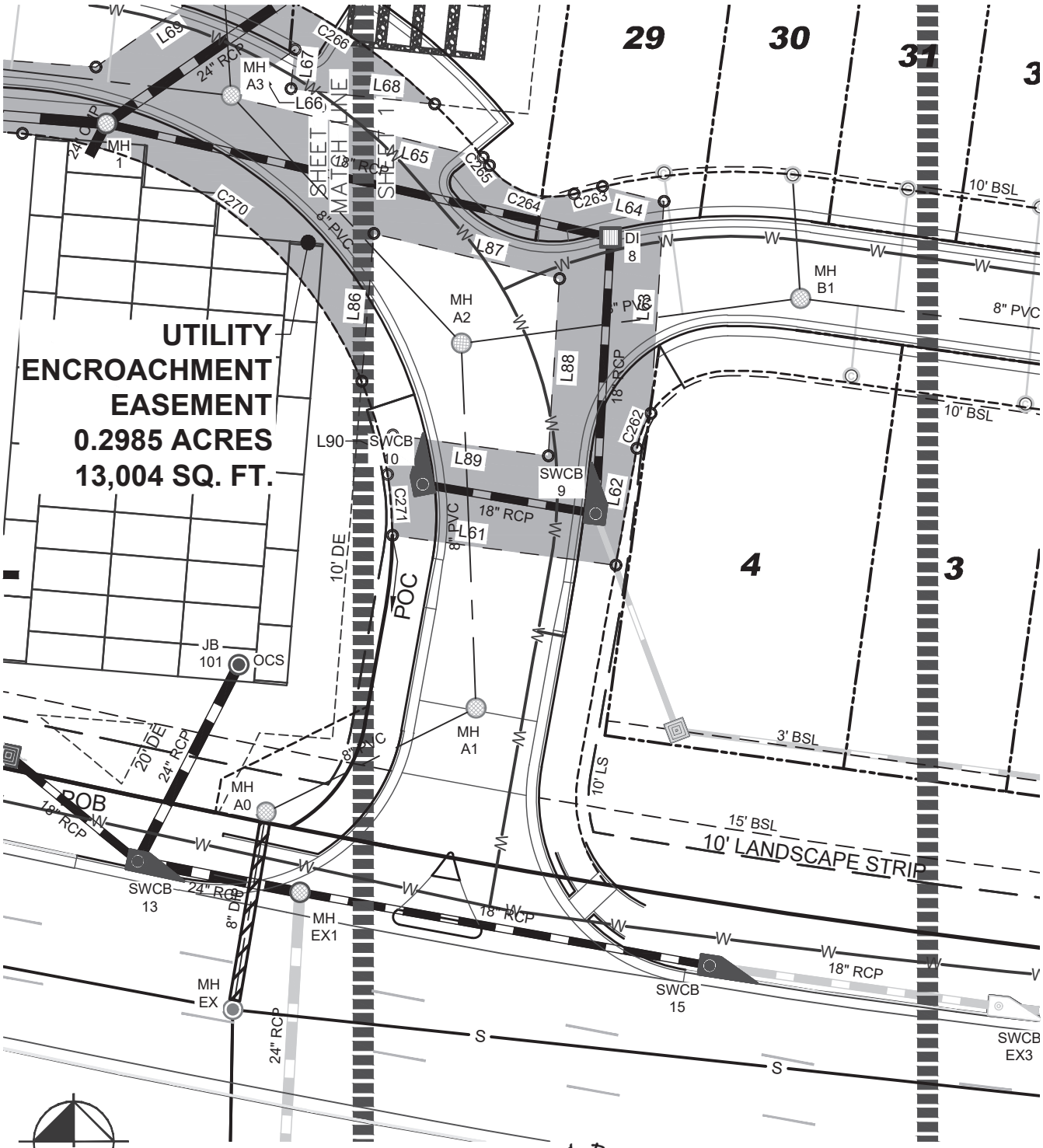
_____
Tonya R. Grier
Clerk to the Commission

_____
Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

EXHIBIT “A”



GRID NORTH

GA WEST

A B
09/17/25

PARK WALKE II

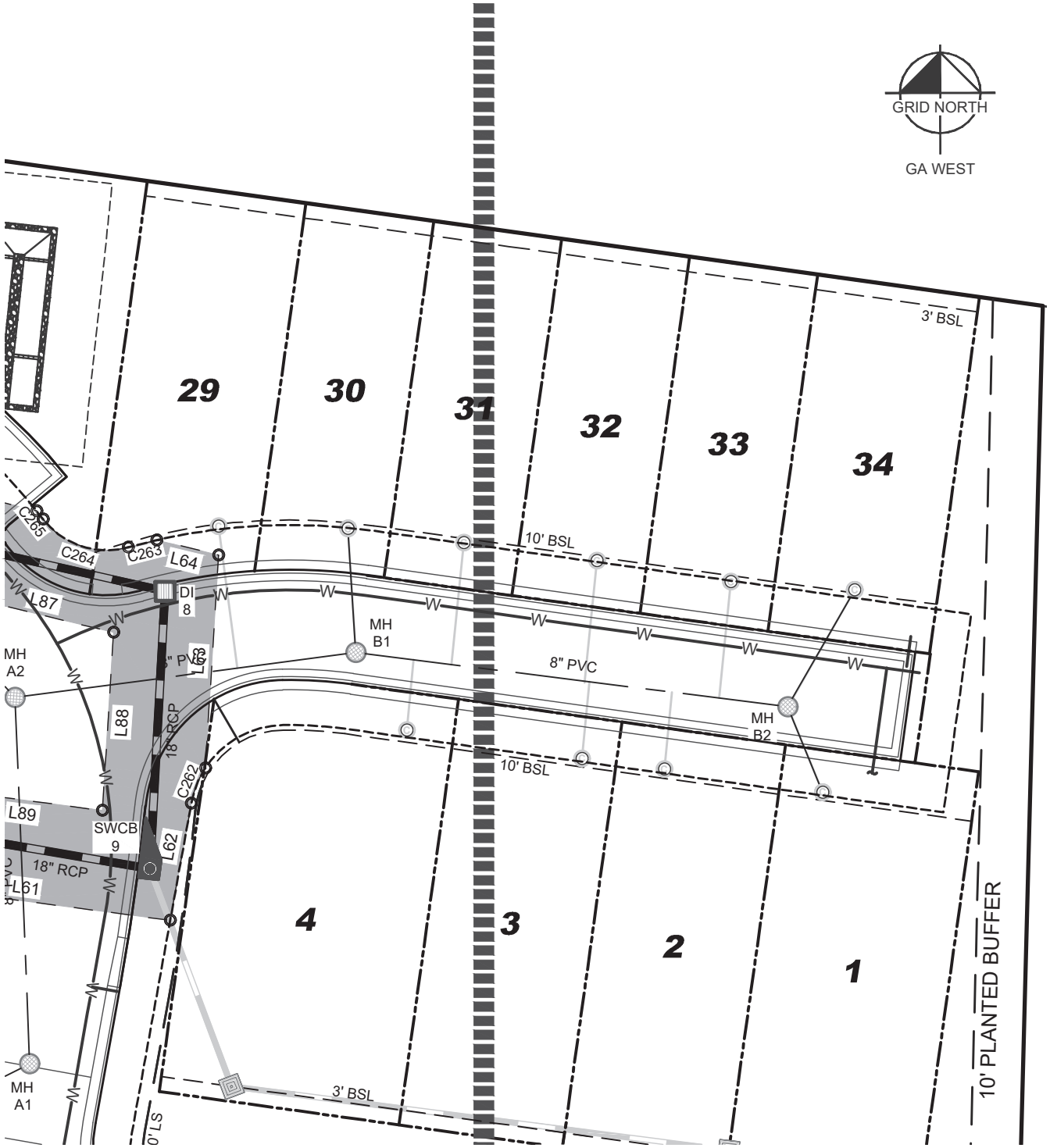
UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

GEORGIA PROFESSIONAL LAND SURVEYOR
NO. 3499
KEVIN GLENN PATE

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	1 OF 7



AB
09/17/25

PARK WALKE II

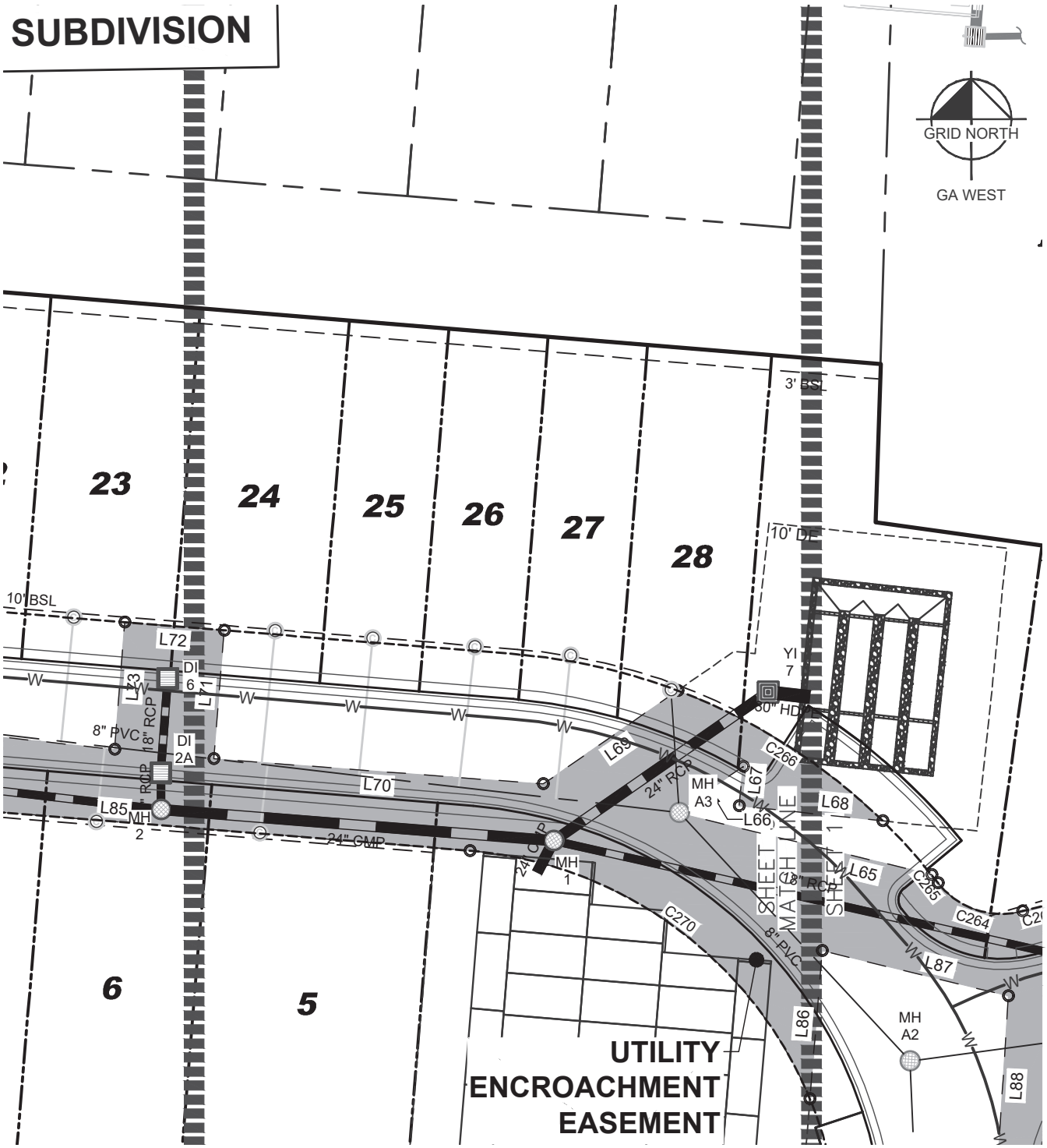
UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

GEORGIA PROFESSIONAL LAND SURVEYOR
NO. 3499
KEVIN GLENN PATE

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	2 OF 7



A B
09/17/25

PARK WALKE II

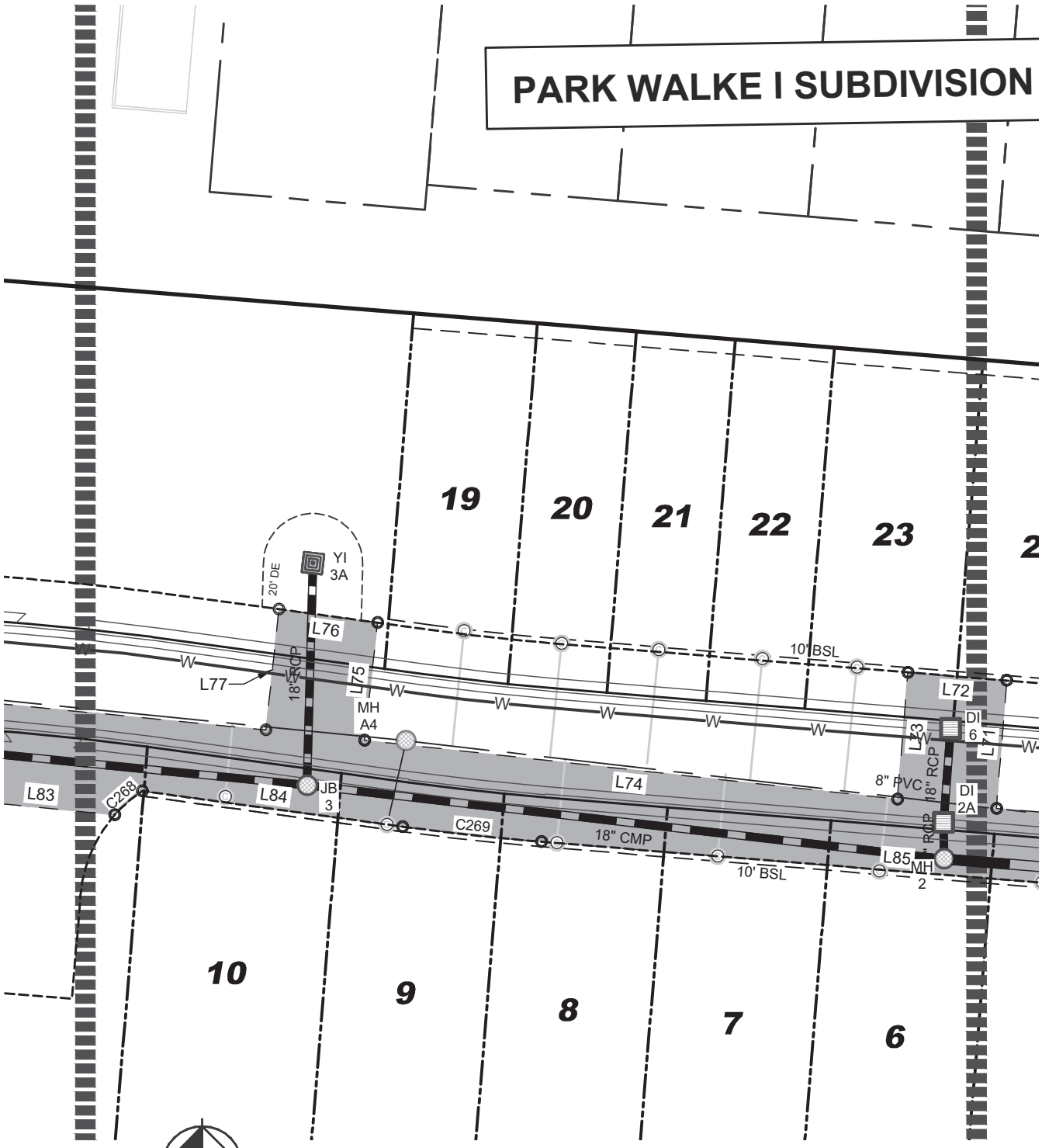
UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

GEORGIA PROFESSIONAL LAND SURVEYOR NO. 3499 KEVIN GLENN PATE

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	3 OF 7



A B
09/17/25

PARK WALKE II

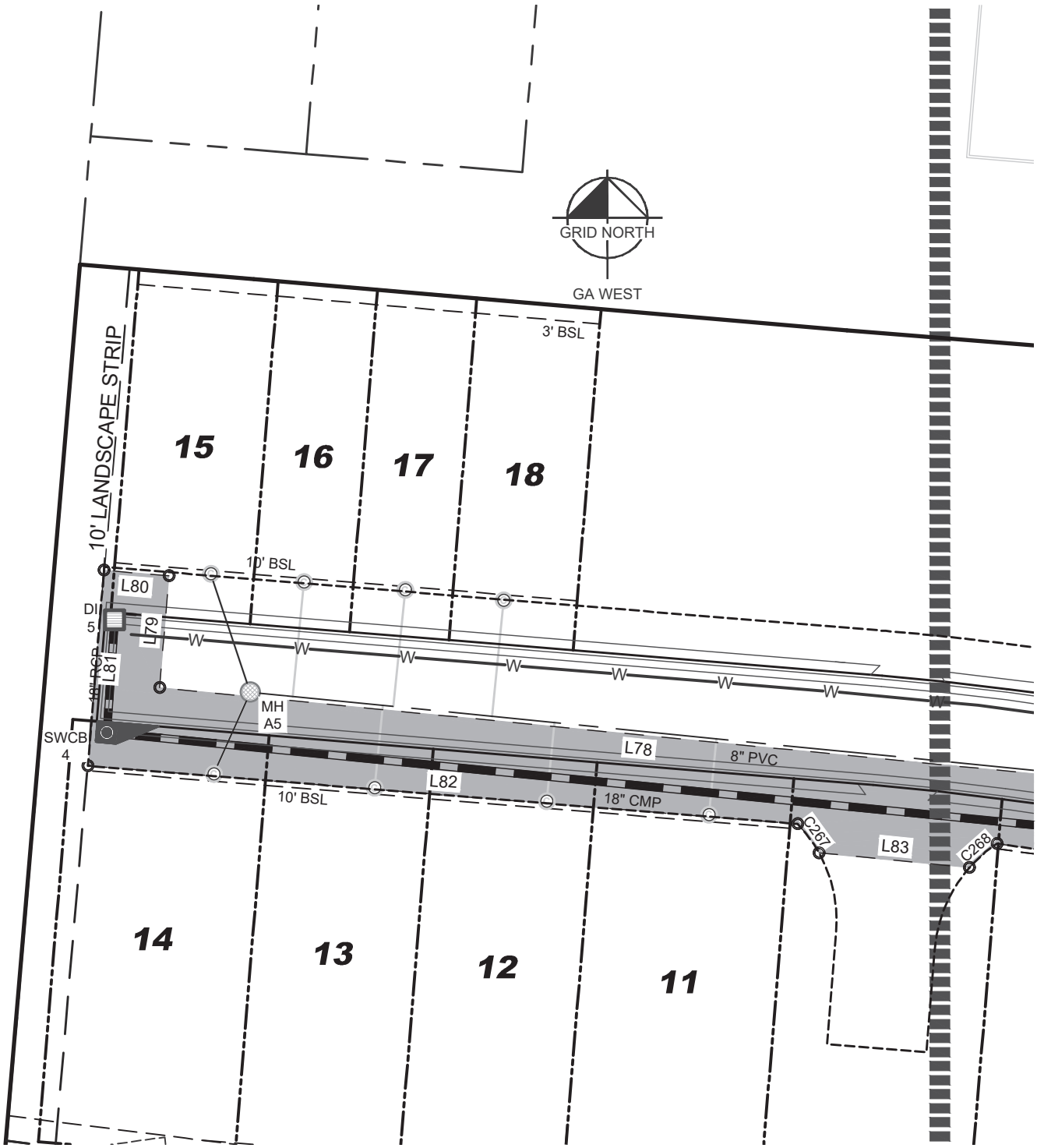
UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

GEORGIA PROFESSIONAL LAND SURVEYOR
NO. 3499
KEVIN GLENN PATE

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	4 OF 7



AB
09/17/25

PARK WALKE II

UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA PROFESSIONAL NO. 3499 LAND SURVEYOR KEVIN GLENN PATE

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	5 OF 7

Parcel Table				
Line #/Curve #	Radius	Length	Bearing	Distance
C262	19.00'	7.61'		7.56'
C263	120.00'	5.90'		5.90'
C264	16.00'	19.00'		17.91'
C265	119.00'	2.10'		2.10'
C266	119.00'	49.09'		48.74'
C267	28.00'	7.22'		7.20'
C268	28.00'	7.31'		7.29'
C269	520.00'	28.11'		28.11'
C270	81.00'	88.83'		84.44'
C271	81.00'	12.30'		12.29'
L61				45.82'
L62				28.82'
L63				42.68'
L64				12.74'
L65				52.60'
L66				16.23'
L67				7.90'
L68				29.02'
L69				32.84'
L70				66.27'

Parcel Table				
Line #/Curve #	Radius	Length	Bearing	Distance
L71				25.85'
L72				20.00'
L73				25.61'
L74				107.94'
L75				23.80'
L76				20.01'
L77				24.43'
L78				198.75'
L79				22.51'
L80				13.12'
L81				39.33'
L82				142.79'
L83				30.30'
L84				52.92'
L85				143.46'
L86				29.78'
L87				38.42'
L88				35.69'
L89				31.53'
L90				7.97'

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA PROFESSIONAL NO. 3499 LAND SURVEYOR KEVIN GLENN PATE

PARK WALKE II

UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	KGP	BDP	Sep. 2025	019913051	6 OF 7

PROPERTY DESCRIPTION – PARK WALKE II UTILITY ENCROACHMENT EASEMENT

All that tract or parcel of land lying and being in Land Lot 748 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the easterly right of way line of Haynes Bridge Road (right of way varies) and the northerly right of way line of Old Milton Parkway (right of way varies); THENCE proceeding along said right of way line of Old Milton Parkway the following courses and distances: South 82 degrees 47 minutes 25 seconds East a distance of 35.23 feet to a point; THENCE South 82 degrees 47 minutes 24 seconds East a distance of 31.41 feet to a point; THENCE along a curve to the right with a radius of 3,763.00 feet and an arc length of 68.17 feet, said curve having a chord bearing of South 82 degrees 17 minutes 16 seconds East and a chord distance of 68.17 feet to a point; THENCE along a curve to the right with a radius of 3,897.97 feet and an arc length of 155.48 feet, said curve having a chord bearing of South 80 degrees 38 minutes 34 seconds East and a chord distance of 155.47 feet to a point; THENCE South 00 degrees 42 minutes 49 seconds West a distance of 10.29 feet to a point; THENCE along a curve to the right with a radius of 3,884.72 feet and an arc length of 95.10 feet, said curve having a chord bearing of South 78 degrees 43 minutes 52 seconds East and a chord distance of 95.10 feet to a point; THENCE South 78 degrees 01 minutes 48 seconds East a distance of 66.36 feet to a point; THENCE along a curve to the left with a radius of 2,129.23 feet and an arc length of 32.22 feet, said curve having a chord bearing of South 78 degrees 26 minutes 50 seconds East and a chord distance of 32.22 feet to a point THENCE leaving the northerly right of way line of Old Milton Parkway (right of way varies) and proceeding along the edge of a private access and utility easement known as Paley Drive (44' in width) along a curve to the left with a radius of 29.50 feet and an arc length of 26.51 feet, said curve having a chord bearing of North 35 degrees 58 minutes 19 seconds East and a chord distance of 25.63 feet to a point; THENCE North 10 degrees 13 minutes 34 seconds East a distance of 23.99 feet to a point; THENCE along a curve to the left with a radius of 81.00 feet and an arc length of 14.40 feet, said curve having a chord bearing of North 05 degrees 07 minutes 26 seconds East and a chord distance of 14.38 feet to a point; said point being the POINT OF BEGINNING.

THENCE from said POINT OF BEGINNING along a curve to the left with a radius of 81.00 feet and an arc length of 12.30 feet, said curve having a chord bearing of North 04 degrees 19 minutes 10 seconds West and a chord distance of 12.29 feet to a point; THENCE North 07 degrees 33 minutes 01 seconds East a distance of 7.97 feet to a point; THENCE South 82 degrees 26 minutes 59 seconds East a distance of 31.53 feet to a point; THENCE North 03 degrees 34 minutes 12 seconds East a distance of 35.69 feet to a point; THENCE North 76 degrees 20 minutes 45 seconds West a distance of 38.42 feet to a point; THENCE South 04 degrees 40 minutes 50 seconds West a distance of 29.78 feet to a point; THENCE along a curve to the left with a radius of 81.00 feet and an arc length of 88.83 feet, said curve having a chord bearing of North 53 degrees 54 minutes 13 seconds West and a chord distance of 84.44 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 143.46 feet to a point; THENCE along a curve to the right with a radius of 520.00 feet and an arc length of 28.11 feet, said curve having a chord bearing of North 83 degrees 46 minutes 14 seconds West and a chord distance of 28.11 feet to a point;

THENCE North 82 degrees 13 minutes 19 seconds West a distance of 52.92 feet to a point; THENCE along a curve to the left with a radius of 28.00 feet and an arc length of 7.31 feet, said curve having a chord bearing of South 48 degrees 53 minutes 19 seconds West and a chord distance of 7.29 feet to a point; THENCE North 84 degrees 23 minutes 12 seconds West a distance of 30.30 feet to a point; THENCE along a curve to the left with a radius of 28.00 feet and an arc length of 7.22 feet, said curve having a chord bearing of North 36 degrees 31 minutes 16 seconds West and a chord distance of 7.20 feet to a point; THENCE North 85 degrees 19 minutes 10 seconds West a distance of 142.79 feet to a point; THENCE North 04 degrees 40 minutes 50 seconds East a distance of 39.33 feet to a point; THENCE South 85 degrees 05 minutes 15 seconds East a distance of 13.12 feet to a point; THENCE South 04 degrees 54 minutes 45 seconds West a distance of 22.51 feet to a point; THENCE South 84 degrees 23 minutes 12 seconds East a distance of 193.75 feet to a point; THENCE North 06 degrees 12 minutes 07 seconds East a distance of 24.43 feet to a point; THENCE South 82 degrees 13 minutes 42 seconds East a distance of 20.01 feet to a point; THENCE South 06 degrees 12 minutes 07 seconds West a distance of 23.80 feet to a point; THENCE South 83 degrees 40 minutes 47 seconds East a distance of 107.94 feet to a point; THENCE North 04 degrees 37 minutes 45 seconds East a distance of 25.61 feet to a point; THENCE South 85 degrees 19 minutes 10 seconds East a distance of 20.00 feet to a point; THENCE South 04 degrees 37 minutes 45 seconds West a distance of 25.85 feet to a point; THENCE South 85 degrees 38 minutes 38 seconds East a distance of 66.27 feet to a point; THENCE North 55 degrees 12 minutes 24 seconds East a distance of 32.84 feet to a point; THENCE along a curve to the right with a radius of 119.00 feet and an arc length9.09 feet, said curve having a chord bearing of South 57 degrees 31 minutes 58 seconds East and a chord distance8.74 feet to a point; THENCE North 83 degrees 57 minutes 41 seconds West a distance of 29.02 feet to a point; THENCE North 06 degrees 02 minutes 19 seconds East a distance of 7.90 feet to a point; THENCE South 55 degrees 12 minutes 24 seconds West a distance of 16.23 feet to a point; THENCE South 76 degrees 20 minutes 45 seconds East a distance of 52.60 feet to a point; THENCE along a curve to the right with a radius of 119.00 feet and an arc length of 2.10 feet, said curve having a chord bearing of South 38 degrees 12 minutes 32 seconds East and a chord distance of 2.10 feet to a point; THENCE along a curve to the left with a radius of 16.00 feet and an arc length of 19.00 feet, said curve having a chord bearing of South 71 degrees 38 minutes 41 seconds East and a chord distance of 17.91 feet to a point; THENCE along a curve to the right with a radius of 120.00 feet and an arc length of 5.90 feet, said curve having a chord bearing of North 75 degrees 44 minutes 16 seconds East and a chord distance of 5.90 feet to a point; THENCE South 76 degrees 20 minutes 45 seconds East a distance of 12.74 feet to a point; THENCE South 03 degrees 34 minutes 12 seconds West a distance2.68 feet to a point; THENCE along a curve to the left with a radius of 19.00 feet and an arc length of 7.61 feet, said curve having a chord bearing of South 21 degrees 41 minutes 35 seconds West and a chord distance of 7.56 feet to a point; THENCE South 10 degrees 12 minutes 55 seconds West a distance of 23.82 feet to a point; THENCE North 82 degrees 26 minutes 59 seconds West a distance5.32 feet to a point; said point being the POINT OF BEGINNING.

Said tract or parcel contains 13,004 square feet or 0.2985 acre of land.

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
30092 PH. (470) 579-5064
KEVIN.PATE@kimley-horn.com



PARK WALKE II

UTILITY EASEMENT ENCROACHMENT EXHIBIT, CITY OF ALPHARETTA FULTON COUNTY, GEORGIA

Kimley»Horn
3930 EAST JONES BRIDGE RD, SUITE 350 Tel. No. (470) 579-5064
PEACHTREE CORNERS, GEORGIA COA # 1412

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ##'	KGP	BDP	Sep. 2025	019913051	7 OF 7

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0204 **Meeting Date:** 4/15/2026

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Ratification of March 2026 Grants Activity Report.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' First and Second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Fulton County March 2026 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARIZES grants submitted/pending and awarded for the period March 1, 2026 - March 31, 2026.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: _5_ ($3,420,648.00 + $0.00 Cash Match)
- Applications Awarded: __7__ ($5,377,704.10 + $0.00 Cash Match)

The following Strategic Priority Areas are Impacted by March 2026 grant applications:

- Justice and Safety
- Arts and Libraries
- Infrastructure and Economic Development

The Fulton County March 2026 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through March 31, 2026. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: _20 ($50,660,057.20 + $0.00 Cash Match)
- Total Applications Awarded: 12_ ($7,773,060.72 + $219,362.00 Cash Match)
- Total Grant Applications Denied: _0_ ($0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the March 2026 Grants Activity Report (GAR).

FULTON COUNTY FY2026
GRANTS ACTIVITY REPORT
March 2026

Presented to:
Fulton County Board of Commissioners
Wednesday, April 15, 2026
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division

FULTON COUNTY

Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

March 1, 2026 - March 31, 2026

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2026 March 2026 Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

Grant Applications Submitted and/or Awarded March 1, 2026 Through March 31, 2026 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
District Attorney	U.S. Department of Justice	Family Justice Center - Rape Crisis Center	Request approval to apply and accept a Congressionally Directed Spending Grant from the U.S. Department of Justice in the amount of $683,200.00, which will cover the costs of constructing the Fulton County Rape Crisis Center and Clinic. The center will include four forensic examination rooms and two clinic examination rooms. Each room will be equipped with diagnostic equipment, vital sign monitoring systems, exam sinks, exam tables, biohazard disposal bins, and access to showers and laundry facilities, as well as state sexual assault evidence collection kits. The department will purchase all equipment necessary to conduct medical examinations and provide follow-up care for rape victims. October 1, 2026 through October 31, 2028. No County Cash Match	$ 683,200.00	$ -	Pending	N/A
District Attorney	U.S. Department of Justice	Family Justice Center - Empowering Survivors Hub	Request approval to apply and accept a new Congressionally Directed Spending Grant from the U.S. Department of Justice in the amount of $692,550.00 to support the integration of childcare and teen support services within Fulton County. Funding will ensure that victims and survivors receive critical services and assistance for domestic violence, sexual assault, human trafficking, and Elder abuse. October 1, 2026 through October 31, 2028. No County Cash Match	$ 692,550.00	$ -	Pending	N/A
District Attorney	U.S. Department of Justice	Family Justice Center - Daycare and Teen Services	Request approval to apply and accept a new Congressionally Directed Spending Grant from the U.S. Department of Justice in the amount $694,898.00 to support the integration of childcare and teen support services within the Fulton County Justice Center to ensure that victims and survivors can access critical services without barriers related to caregiving responsibilities. The grant period is from January 1, 2027 through December 31, 2027.	$ 694,898.00	$ -	Pending	N/A
Juvenile Court	Criminal Justice Coordinating Council	Juvenile Justice Incentive Grant	Request approval to apply and accept a new grant from the Criminal Justice Coordinating Council in the amount of $750,000.00 to support the evidence-based delinquency prevention programming and rehabilitative services that will support Fulton County high-risk youth in the community, who would otherwise be committed to the state juvenile justice system, resulting in a decrease of felony commitments to the state. October 1, 2026 through October 31, 2028. No County Cash Match	$ 750,000.00	$ -	Pending	N/A
AFCEMA, Marshal, Solicitor General, Sheriff, Police, Information Technology	Fédération International de Football Association(FIFA) World Cup Grant Program (FWCGP)	Fulton County FIFA Programs	Request approval to accept a new grant from the FIFA World Cup Grant Program (FWCGP) in the amount of $2,221,249.00 to Atlanta-Fulton County Emergency Management Agency, Information Technology, Fulton County Police Department, Sheriff Office, Fulton County Airport, Solicitor General, District Attorney, Fulton County Board of Health, Marshal Office and City of South Fulton Fire Department and Grady Healthcare will execute programs and initiatives to carry out security activities and operations readiness efforts to protect Fulton County citizens, visiting guests, professional players and critical infrastructure related to the FIFA World Cup events. The grant period is from April 15, 2026 through August 31, 2026. No County Cash Match	$ 2,221,249.00	$ -	Awarded	N/A
Sheriff	U.S. Department of Justice	Congressionally Directed Spending Grant.	Request approval to apply and accept a new Congressionally Directed Spending Grant from the U.S. Department of Justice in the amount of $600,000.00 for Direct Expenditures for Funding for the Fulton County Sheriff's Office Jail staff to attend the National Institute. The grant period is from October 1, 2026 through October 31, 2028. No County match is required.	$ 600,000.00	$ -	Pending	N/A
			Subtotal:	**$ 5,641,897.00**	**$ -**		
HEALTH AND HUMAN SERVICES							
ARTS AND LIBRARIES							

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2026 March 2026 Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

Grant Applications Submitted and/or Awarded March 1, 2026 Through March 31, 2026 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
Library	Carnegie Corporation of New York	Carnegie Libraries 250	Request approval to accept a new grant from the Carnegie Corporation of New York in the amount of $10,000 to support programming commemorating the 250th anniversary of the Declaration at the Central Library. The grant period is from April 1, 2026 through December 31, 2026. No County Cash Match	$ 10,000.00	$ -	Awarded	N/A
Library	Best Buy	Best Buy Volunteer Services Grant	Request approval to accept a repeat grant from Best Buy in the amount of $550.00 to be used for needs or services in the Best Buy Teen Tech Center at the Fulton County Central Library. The grant period is from April 1, 2026 through December 31, 2026. No County Cash Match	$ 550.00	$ -	Awarded	$ 13,500.00
Library	Georgia Public Library Service (GPLS)	GPLS Service State Grant	Request approval to accept a repeat grant from the Georgia Public Library Service (GPLS) in the amount of $2,697,235.00 to partially fund salaries and benefits for 15 professional library positions. This also includes operational materials and system services. The grant period is from July 1, 2026 through June 30, 2027. No County Cash Match	$ 2,697,235.00	$ -	Awarded	$ 2,697,235.00
Library	Getty Foundation	Black Visual Arts Archives Grant	Request approval to accept a new grant from the Getty Foundation in the amount of $220,000.00 for the Black Visual Arts Archives initiative to digitally archive valuable physical items in the Auburns 'Library collection. The Black Visual Arts Archives Grant will further enhance the branch's ability to store items using a digital format. The grant period is from March 4, 2026 through October 31, 2028. No County Cash Match	$220,000.00	$ -	Awarded	N/A
			Subtotal:	**$ 2,927,785.00**	**$ -**		
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
Public Works	Georgia Department of Transportation	2026 Local Road Assistance (LRA) Administration	Request approval to accept a repeat grant from the Local Road Assistance (LRA) grant funds GDOT in the amount of $12,856.69 to be used towards replacing the battery backup system for the traffic signal located at the Fulton Industrial Boulevard and Wendell Drive intersection. The grant period is from June 1, 2026 through July 30, 2027. No County Cash Match	$ 12,856.69	$ -	Awarded	$12,769.12
Public Works	Georgia Department of Transportation	Runway Rehabilitation Project	Request approval to accept a new grant from the Georgia Department of Transportation in the amount of $215,813.41 for the Runway Rehabilitation Project for the Design of the Taxiway Geometry Project at the Fulton County Airport. The grant period is from April 1, 2026 through March 31, 2027. No County Cash Match	$ 215,813.41	$ -	Awarded	N/A
			Subtotal:	**$ 228,670.10**	**$ -**		
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	**$ 8,798,352.10**	**$ -**		

FULTON COUNTY

Exhibit 2: All Grants Activity

Cumulative Through March 31, 2026

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.
Total grants broken out by grants still pending, grants awarded, and grants denied.
Grants awarded broken out by new vs. renewal and competitive vs formula.

EXHIBIT 2: ALL GRANTS ACTIVITY

CUMULATIVE & CURRENT PERIOD (AS OF March 31, 2026)

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.

Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

ALL GRANTS ACTIVITY

All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 3/1/2026-3/31/2026	Current Period Funds: 3/1/2026-2/31/2026	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	15	$ 47,239,409.20	5	$ 3,420,648.00	**20**	$ 50,660,057.20
Grants Awarded	**5**	$ 2,395,356.62	**7**	$ 5,377,704.10	**12**	**$ 7,773,060.72**
Grants Denied	0	$ -	0	$ -	0	$ -
Cash Match Requested-2026	-	$ 219,362.00	-	$ -	-	$ 219,362.00
Total:	**20**	**$ 49,854,127.82**	**12**	**$ 8,798,352.10**	**32**	**$ 58,652,479.92**

ALL GRANTS AWARDED, NEW VS. RENEWAL

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 3/1/2026-3/31/2026	Current Period Funds: 3/1/2026-3/31/2026	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	2	$ 529,333.33	3	$ 2,667,062.41	5	$ 3,196,395.74
Renewal/Repeat Grant Awards	3	$ 1,866,023.29	4	$ 2,710,641.69	7	$ 4,576,664.98
Total:	**5**	**$ 2,395,356.62**	**7**	**$ 5,377,704.10**	**12**	**$ 7,773,060.72**

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 3/1/2026-3/31/2026	Current Period Funds: 3/1/2026-3/31/2026	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards*	2	$ 529,333.33	4	$ 2,451,781.00	6	$ 2,981,114.33
Formula Grant Awards^^	3	$ 1,866,023.29	3	$ 2,925,923.10	6	$ 4,791,946.39
Total:	**5**	**$ 2,395,356.62**	**7**	**$ 5,377,704.10**	**12**	**$ 7,773,060.72**

^Includes 13 grants that were pending at the end of 2025 and carried over for tracking in 2026.

^^Formula grant awards include non-competitive grants and allocations.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0205 **Meeting Date:** 4/15/2026

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of Subrecipient Award Agreements with the Atlanta/Fulton County Pre-Arrest Diversion Initiative, Inc. (PAD) and Research Evaluation Services, LLC (RES), successor to Applied Research Services, Inc. (ARS), to support implementation of the COSSUP grant awarded to Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD), in the total amount of $1,599,999.00 from the U.S. Department of Justice, Bureau of Justice Assistance. The proposed subrecipient agreements include: (a) PAD in the amount of $564,093.00 to provide diversion services; and (b) RES, as the successor entity to ARS, in the amount not to exceed $150,000.00 to provide data collection and evaluation services for the grant. These agreements are effective upon BOC approval and remain in effect through December 31, 2026. The payment period for eligibility for payments from the grant utilized in funding these Agreements is effective for the duration of the eligibility/service period of the grant (October 1, 2023 through September 30, 2026) but shall not extend beyond December 31, 2026. This item is 100% grant funded. The County Attorney is authorized to approve the agreements as to form and make necessary changes thereto prior to execution.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Official Code of Georgia Section 36-10-1: All official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Health and Human Services

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Fulton County Department of Behavioral Health and Disabilities (DBHDD) in partnership with the Atlanta/Fulton County Prearrest Diversion Initiative, Inc. (PAD) propose the Fulton County Diversion and Deflection Recovery Program (FDR) to respond to substance use, promote public safety, and support access to Substance Use Disorders (SUD) treatment and recovery services for individuals in Fulton County, GA. This FDR proposal builds upon the successes of DBHDD's FY20 COSSAP to expand to Fulton County's most underserved areas and increase deflection and diversion across the county. The proposed FDR program will: (i) provide training to new law enforcement officers and ongoing quarterly professional development for existing officers to promote diversion to The Center, expanding to several precincts within Fulton County; (ii) provide intensive care navigation for at least 425 diverted participants and increased access to recovery housing for those in need; (iii) provide evidence-based mobile behavioral health services to diverted individuals in recovery housing; and (iv) conduct deflection outreach to targeted areas of high crime and high usage in North and South Fulton to connect individuals with needed SUD services before they reach involvement with the criminal justice system.

Scope of Work: Deflection. A DBHDD FDR mobile team will be responsible for conducting targeted outreach throughout Fulton County to deflect individuals experiencing homelessness and/or with SUD/COD before they reach justice system involvement. **Diversion.** The Center has been open since Spring 2024 and offers services 24 hours a day, 7 days a week, 365 days a year. The Center prioritizes diversions by the top arresting agencies in Fulton County, with the goal of providing a drop-off location for use by any Fulton County police officer, regardless of jurisdiction ranging from North to South Fulton County and across all 15 cities. PAD coordinates with the Atlanta Police Department and other top arresting agencies in Fulton County to engage law enforcement through focus groups, tours of The Center, and diversion protocol training to develop a train-the trainer strategy for new law enforcement recruits and to provide ongoing quarterly refresher training as The Center gains traction. This training covers diversion protocols, harm reduction, and barriers faced by people experiencing mental health or substance use needs. In addition to formal training, PAD engages officers at roll call visits on a weekly basis. PAD will accept referrals from The Center and provide an initial needs assessment, the Coordinated Entry housing assessment, intensive case management, linkages to community-based behavioral health supports, referrals for recovery housing, municipal IDs, benefits enrollment, legal aid, and additional support as needed. **Evaluation**. RES will develop a project logic model and obtain approval and oversight of the work by an Institutional Review Board (IRB). It will work with the core partners and representative stakeholder groups to design efficient systems to collect and store program data. Dr. Kevin Baldwin, Lead Evaluator from RES, is a clinical psychologist with a dual emphasis on research and forensics who provides criminal justice research and policy analysis nationally. RES works with the core partners and representative stakeholders to secure data to identify and track project participants. RES helps create data sharing agreements to collect diversion data from respective sources that comply with IRB requirements, HIPAA regulations, and other protocols to protect client confidentiality and personally identifying information. At each partner meeting, the agenda will include time allotted to identify and discuss barriers to accessing data.

Agenda Item No.: 26-0205 **Meeting Date:** 4/15/2026

Community Impact: Fulton County, through DBHDD, desires to continue providing shared resources for support and coordination of pre-arrest diversion services for adult participants.

Department Recommendation: DBHDD recommends the approval of these two COSSUP Grant Subrecipient Agreements.

Project Implications: Policing and Alternatives and Diversion Initiative(PAD) will assist all stakeholders with the implementation and operation of the Atlanta/Fulton County Policing and Alternatives and Diversion Initiative as described in paragraph 1.5 of the agreements.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

461 755 COS1

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
BJA FY 24 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) Grant

COSSUP Grant SUBRECEPIENT AWARD

GRANT NUMBER: 2023-15PBJA-23-GG-02310-COAP

THIS AGREEMENT "Agreement"), entered into this __day of _____ 2026 between **Fulton County, Georgia** (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**BOC**"), and **Atlanta/Fulton County Prearrest Diversion Initiative, Inc.** ("**PAD")** (hereinafter referred to as "Contractor" or "Subrecipient").

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Bureau of Justice Assistance FY 2023 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) Award, through the Chairman of the Board of Commissioners of Fulton County ("BOC"), has been awarded grant funds initially approved by the BOC (Agenda Item# 23-0441 – Ratification of the Grants Activity Report dated July 12, 2023 (As reference, BOC Agenda Item# 21-0068, dated 1/20/2021 was for the approval of the DBHDD MOU between City of Atlanta, District Attorney, Solicitor and Atlanta PAD); and

WHEREAS, the County, through DBHDD, has recommended funding to **PAD** to facilitate approved programs (the "Project") as further defined below, for a total amount not to exceed **$564,093.00,** subject to the availability of federal funding and disbursement; and

WHEREAS, the Subrecipient has represented to the County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. The Subrecipient acknowledges and agrees that the Special Condition and other requirements attached hereto as Attachment "A" are a material part of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.

2. Non-compliance of any of the Special Conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.

3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to

imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

As a subrecipient of the grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor accepts retention by the County to render services described herein, with all such services to be performed in the manner and to the extent required by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Contractor represents and the County acknowledges that Contractor (PAD) will render the services defined and required herein.

Paragraph 1.2. Contractor represents that **Moki Macias** is authorized to bind PAD to the terms and conditions of the Agreement and that she is authorized to enter into this Agreement on behalf of Contractor. Contractor shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Contractor represents that **PAD** is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c)(3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 1.4. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.5. PAD shall:

- PAD will coordinate with the Atlanta Police Department and other top arresting agencies in Fulton County to engage law enforcement through focus groups, tours of The Center, and diversion protocol training to develop a train-thetrainer strategy for new law enforcement recruits and to provide ongoing quarterly refresher training as The Center gains traction.
- PAD engages officers at roll call visits on a weekly basis.
- PAD will accept referrals from The Center and provide an initial needs assessment, the Coordinated Entry housing assessment, intensive case management, linkages to community-based behavioral health supports, referrals for recovery housing, municipal IDs, benefits enrollment, legal aid, and additional support as needed.
- Provide pre-arrest and post-arrest diversion throughout Fulton County by providing training throughout the grant period to at least 4 top-arresting police agencies that drive bookings into Fulton County jails. In total, at least 1,250 officers will be trained throughout the grant period. Activities involved:
- Provide care navigation, legal navigation, recovery-based services including connection to recovery housing, mobile behavioral health treatment, and referrals to Medication Assisted Treatment ("MAT") through Grady Hospital to 100 unique individuals in Year 1, 150 unique individuals in Year 2, and 175 in Year 3 (425 total during grant period).

- Implementation of Fulton County Diversion and Deflection Recovery Program ("FDR") will result in: (i) 40% reduction in the number of arrests for PAD participants who have been active with PAD for 6 months and had been arrested in the local jurisdiction within 6 months prior to PAD enrollment; (ii) 40% reduction in the average jail length of stay for PAD participants who have been active with PAD for 6 months and have spent time in local jails within 1 year to PAD enrollment.
- Integrate project activities with other local and statewide Substance Use Disorders ("SUD") prevention/intervention and criminal justice reform initiatives.

Paragraph 1.6. Changes to the treatment provider list must be submitted in writing and agreed upon by the County. All recipient(s) (and any subrecipient at any tier) should verify that it has federal authorization to make the particular subaward. All subawards require federal authorization, which may take several forms.

In some cases, a federal statute (such as a program statute) may specifically authorize particular subawards (or particular categories of subawards), including subawards at multiple tiers.

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Contractor's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.a. No modification shall be made to the operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Contractor's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor agrees to track and provide data for tracking all individuals who receive services supported by COSSUP Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County and those outlined in the grant, which demonstrates eligible clients are receiving allowable services.

Contractor must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Contractor agrees to provide monthly expenditure and monthly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations. .

Paragraph 3.3. Contractor agrees to submit Monthly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later than the 5th day of each month. If a deadline falls on a weekend or holiday, the report must be received on the Friday prior to the deadline to be considered on time.

> **Paragraph 3.3.a.** All quarterly progress reports must be submitted to Contractor's assigned County Project Officer.

Paragraph 3.4. Contractor agrees to submit Annual Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served. The date of this report will be provided by DBHDD.

Paragraph 3.5. Contractor agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.6. Any Contractor receiving COSSUP funding shall establish and maintain a system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.7. Contractor(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

Paragraph 3.8. Any Contractor receiving COSSUP funding shall establish and maintain a system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.9. Contractor agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Contractor for an allocation of COSSUP funds, in an amount not to exceed **$564,093.00** The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to the Agreement is a complete, approved budget for expenditures of all COSSUP funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Contractor shall use the COSSUP funding only for the following:

- provide training to new law enforcement officers and ongoing quarterly professional development for existing officers to promote diversion to The Center, expanding to several precincts within Fulton County
- provide intensive care navigation for at least 425 diverted participants and increased access to recovery housing for those in need
- Provide client assistance funds for transportation and cell phones, averaging $150/participant
- Any amendments to the budget must first be discussed with and approved by the Fulton County Department of Behavioral Health and Developmental Disabilities

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Contractor payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Contractor is not currently in default under any of the terms of this Agreement. Contractor agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Contractor fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Contractor by the County, the County shall have the authority to delay the processing and payment of any or all COSSUP funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Contractor submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all COSSUP payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% <u>within</u> budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective upon approval by the Fulton County Board of Commissioners. The service period for this grant shall run from October 1, 2025 through September 30, 2026, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility/service period of the grant (October 1, 2023 through September 30, 2026), and shall not extend beyond December 31, 2026.

ACCURACY OF WORK

Paragraph 5. Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor agrees to ensure that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited

to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2026.

FULTON COUNTY, GEORGIA

Approved:

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

_____
Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

_____
LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

_____
Office of the County Attorney

ATLANTA/FULTON COUNTY PREARREST DIVERSION INITIATIVE, INC.

Approved:

_____
Moki Macías
Executive Director

Attest:

ATTACHMENT “A”

AWARD CONDITIONS

Please be advised that failure to comply with any of the Award Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

1. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded

during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at:
https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at

https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under
e-CFR "current" data.

10. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the

award period – may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees

and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm
(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

18. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal

confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards

(that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg.51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting,

950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32. Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/
training-entity-management.

33. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

36. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

37. Protection of human research subjects
The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

41. The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: “This project was supported by Grant No. 2023-15PBJA-23-GG-02310-COAP awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

42. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

43. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

48. Withholding of funds: Research and evaluation independence and integrity

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made

(or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) Award Condition Modification (ACM) has been issued to remove this condition.

If this award is a "discretionary" award (i.e., not an award under a statutory "formula" program), the recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, this award may be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

49. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees that federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
BJA FY 24 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) Grant

COSSUP Grant SUBRECEPIENT AWARD

GRANT NUMBER: 2023-15PBJA-23-GG-02310-COAP

THIS AGREEMENT "Agreement"), entered into this __day of _____, between **Fulton County, Georgia** (hereinafter referred to as the "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**BOC**"), and **Research Evaluation Services, LLC** ("**RES**") (hereinafter referred to as the "Contractor" or "Subrecipient"), a successor entity to Applied Research Services, Inc. ("ARS"), to which ARS has transferred the applicable contracts and responsibilities associated with the services of Kevin Baldwin.

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Bureau of Justice Assistance FY 2023 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) Award, through the Chairman of the Board of Commissioners of Fulton County ("BOC"), has been awarded grant funds initially approved by the BOC (Agenda Item# 23-0441 – Ratification of the Grants Activity Report dated July 12, 2023 (As reference, BOC Agenda Item# 21-0068, dated 1/20/2021 was for the approval of the DBHDD MOU between City of Atlanta, District Attorney, Solicitor and RES); and

WHEREAS, the County, through DBHDD, has recommended funding to **RES** to facilitate approved programs (the "Project") as further defined below, for a total amount not to exceed **$150,000.00,** subject to the availability of federal funding and disbursement; and

WHEREAS, the Subrecipient has represented to the County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. The Subrecipient acknowledges and agrees that the Special Conditions and other requirements attached hereto as Attachment "A" are a material part of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.

2. Non-compliance of any of the Special Conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.

3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to

imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

As a subrecipient of the grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor accepts retention by the County to render services described herein, with all such services to be performed in the manner and to the extent required by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Contractor represents and the County acknowledges that Contractor (RES) will render the services defined and required herein.

Paragraph 1.2. Contractor represents that **Kevin Baldwin** is authorized to bind RES to the terms and conditions of the Agreement and that he is authorized to enter into this Agreement on behalf of Contractor. Contractor shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.4. RES shall:

Request access to project data and be responsible for creating and maintaining an individual-level program dataset that provides a chronological record of each participant's progression through the program. It will work closely with relevant stakeholder groups to understand and use data for planning and intervention purposes, determine barriers to diversion and service utilization, and craft appropriate, responsive, and effective solutions. RES will compile process and performance data for the Project Coordinator to complete quarterly Performance Measurement Tool (PMT) reports and semiannual goals and objectives progress reports to BJA. Using the COSSUP Performance Measures form as a template, the Project Coordinator will create a data tracking spreadsheet to facilitate quarterly and semiannual reporting. She will enter data on the partnership activities, training, and technical assistance. Once the data is finalized and approved by RES, the Project Coordinator will complete and upload the PMT report to the Grants Management System. Data sources will include law enforcement, the jails, prosecutors, service providers, county-wide overdose statistics from the Fulton County Medical Examiner, partner collaboration observations, and interviews with participants and partners. RES will work with the core partners and representative stakeholder groups to secure data to identify and track project participants. RES will help create data sharing agreements to collect diversion data from respective sources that comply with IRB requirements, HIPAA regulations, and other protocols to protect client confidentiality and personally identifying information. At each partner meeting, the agenda will include time allotted to identify and discuss barriers to accessing data. RES already has access to the state criminal history repository as well as data from the Georgia Department of Corrections and Georgia Department of Community Supervision.

Paragraph 1.6. Changes to the treatment provider list must be submitted in writing and agreed upon by the County. All recipient(s) (and any subrecipient at any tier) should verify that it has federal authorization to make the particular subaward. All subawards require federal authorization, which may take several forms. In some cases, a federal statute (such as a program statute) may specifically authorize particular subawards (or particular categories of subawards), including subawards at multiple tiers.

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Contractor's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.a. No modification to the treatment provider list or other operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Contractor's duly authorized fiscal designee and programmatic

designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor agrees to track and provide data for tracking all individuals who receive services supported by COSSUP Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Contractor must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Contractor agrees to provide quarterly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

Paragraph 3.3. Contractor agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later 10 business day of each quarter. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time. Contractor shall promptly notify Fulton County DBHDD of any delays caused by program providers.

> **Paragraph 3.3.a.** All quarterly progress reports must be submitted to Contractor's assigned County Project Officer.

Paragraph 3.4. Contractor agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report. Invoicing shall only be for services rendered by contractor.

Paragraph 3.5. Any Contractor receiving COSSUP funding shall establish and maintain a system that tracks and reports the following:

- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.6. Contractor(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)

- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

RES will have request access to project data and will be responsible for creating and maintaining an individual-level program dataset that provides a chronological record of each participant's progression through the program. It will work closely with relevant stakeholder groups to understand and use data for planning and intervention purposes, determine barriers to diversion and service utilization, and craft appropriate, responsive, and effective solutions. The RES team will compile process and performance data for the Project Coordinator to complete quarterly Performance Measurement Tool (PMT) reports and semiannual goals and objectives progress reports to BJA. Using the COSSAP Performance Measures form as a template, the Project Coordinator will create a data tracking spreadsheet to facilitate quarterly and semiannual reporting. She will enter data on the partnership activities, training, and technical assistance. Once the data is finalized and approved by RES, the Project Coordinator will complete and upload the PMT report to the Grants Management System. Data sources will include law enforcement, the jails, prosecutors, service providers, county-wide overdose statistics from the Fulton County Medical Examiner, partner collaboration observations, and interviews with participants and partners. RES will work with the core partners and representative stakeholder groups to secure data to identify and track project participants. RES will help create data sharing agreements to collect diversion data from respective sources that comply with IRB requirements, HIPAA regulations, and other protocols to protect client confidentiality and personally identifying information. At each partner meeting, the agenda will include time allotted to identify and discuss barriers to accessing data. RES already has access to the state criminal history repository as well as data from the Georgia Department of Corrections and Georgia Department of Community Supervision

Paragraph 3.7. Contractor agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Contractor for an allocation of COSSUP funds, in an amount not to exceed **$150,000.00** The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to the Agreement is a complete, approved budget for expenditures of all COSSUP funds awarded pursuant to this Agreement and may hereafter be amended or extended in

writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4. Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Contractor payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Contractor is not currently in default under any of the terms of this Agreement. Contractor agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Contractor fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Contractor by the County, the County shall have the authority to delay the processing and payment of any or all COSSUP funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Contractor submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all COSSUP payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective upon approval by the Fulton County Board of Commissioners. The service period for this grant shall run from October 1, 2025 through September 30, 2026, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility/service period of the grant (October 1, 2023 through September 30, 2026), and shall not extend beyond December 31, 2026.

ACCURACY OF WORK

Paragraph 5. Contractor shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a

minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor agrees to ensure that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2026.

FULTON COUNTY, GEORGIA

Approved:

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

_____
Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

_____
LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

_____
Office of the County Attorney

RESEARCH EVALUATION SERVICES, LLC

Approved:

_____
Kevin Baldwin
Senior Researcher and Principal
Research Evaluation Services, LLC

Attest:

ATTACHMENT “A”

AWARD CONDITIONS

Please be advised that failure to comply with any of the Award Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

1. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under

that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at:
https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under
e-CFR "current" data.

10. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in OJP taking appropriate action with respect to the recipient and the award.

Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm
(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

18. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict,

the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards

(that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg.51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting,

950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32. Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/
training-entity-management.

33. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

36. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

37. Protection of human research subjects
The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

41. The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: “This project was supported by Grant No. 2023-15PBJA-23-GG-02310-COAP awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

42. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

43. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

48. Withholding of funds: Research and evaluation independence and integrity

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent,

eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) Award Condition Modification (ACM) has been issued to remove this condition.

If this award is a "discretionary" award (i.e., not an award under a statutory "formula" program), the recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, this award may be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

49. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees that federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0206 **Meeting Date:** 4/15/2026

Department
Senior Services

Requested Action
Request approval to amend a Memorandum of Understanding - Department of Senior Services with Quality Living Services, Inc., for the provision of financial support in the amount of $150,000.00 to provide Life Enrichment, Computer Classes and Congregate Dining services for the senior population of Fulton County within the County owned facility located at 4001 Danforth Street, Atlanta, GA by Quality Living Services, Inc., as the Lessee of the building. Effective January 1, 2026, through December 31, 2026.

Requirement for Board Action
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Health and Human Services

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☒

Is this a purchasing item?
No

Summary & Background
The Department of Senior Services recommends approval of the amendment to the existing Memorandum of Understanding with Quality Living Services (“QLS”) in the amount of $150,000.00,

as allocated by the BOC for the FY2026 budget. QLS has been a partner with the Department of Senior Services and Fulton County by delivering supportive services, classes and meals to Fulton County Seniors aged 60 and older. Although the Department of Senior Services does not operate the senior center managed by QLS, it is an extension of services for seniors within Fulton County.

Scope of Work: QLS, with this amendment and under the requirements of the Memorandum of Understanding, will be responsible for the provision of congregate meals, computer lab equipment refresh and a full-time computer technology instructor will provide weekly classes in the followings subject areas: Introduction to Computers and Keyboarding, Introduction to Microsoft Applications: (Word, Excel, Power Point, and Publisher), Using the Internet (E-mail, Social Media, Zoom, etc.), Smart Phones and Cyber Security.

Community Impact: The additional funding will allow Quality Living Services to expand and provide senior services to additional seniors.

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: This project is supported by enhancement funding approved in the adopted Fulton County budget for FY2026

Community Issues/Concerns: Quality Living Services has a long-standing relationship with the community and will be able to continue their support of healthy aging through this approval.

Department Issues/Concerns: The department funds one part-time computer instructor that supports Quality Living Services. Approval of this agenda item expands the department's goal to support aging in place.

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18NC-1160

AMENDMENT NO. 6 TO FORM OF CONTRACT

Contractor: ***Quality Living Services, Inc.***

Contract No. ***Memorandum of Understanding between Fulton County and Quality of Living Services, Inc.***

Address: ***4001 Danforth Road, SW***
City, State ***Atlanta, Georgia 30331***

Telephone: ***(404) 612-1121***

E-mail: ***QLS1@fultoncountyga.gov***

Contact: ***Irene Richardson, President***
QLS, Inc. Board of Directors

W I T N E S S E T H

WHEREAS, Fulton County, Georgia ("County"), on behalf of its Department of Senior Services, entered into a Memorandum of Understanding ("MOU") with Quality Living Services, Inc. ("QLS") in the amount of $50,000.00 to provide planning and coordination of services for the senior population of Fulton County at the Fulton County/QLS Center for Senior Citizens, dated November 17, 2021 (Agenda Item 21-0918), for a term commencing on January 1, 2022 through December 31, 2022, with five (5) automatic successive renewals; and

WHEREAS, on January 19, 2022, the Board of Commissioners allocated an additional $100,000.00 in financial support to QLS as part of the FY2022 budget pursuant to Agenda Item 22-0050; and

WHEREAS, on May 4, 2022 pursuant to Agenda Item 22-0322, the Board of Commissioners approved an amendment to the MOU to provide this additional $100,000.00 in financial support for the senior population of Fulton County at QLS; and

WHEREAS, the May 4, 2022, which was Amendment No. 1 to the MOU, was inadvertently officially designated as Amendment No. 2 to the MOU; and

WHEREAS, the MOU was automatically renewed on January 1, 2023 to run through December 31, 2023 ("1st Renewal"); and

WHEREAS, on January 18, 2023, the Board of Commissioners allocated an additional $500,000.00 in financial support to QLS as part of the FY2022 budget pursuant to Agenda Item 23-0044; and

WHEREAS, on February 15, 2023 pursuant to Agenda Item 23-0131, the Board of Commissioners approved Amendment No. 3 to the MOU to provide this additional $500,000.00 in financial support for Life Enrichment, Fitness and Congregate Dining services for the senior population of Fulton County at QLS; and

WHEREAS, the MOU was automatically renewed on January 1, 2024 to run through December 31, 2024 (2nd Renewal"); and

WHEREAS, on January 24, 2024, the Board of Commissioners allocated an additional $100,000.00 (non-recurring) in financial support to QLS as part of the FY2024 budget pursuant to Agenda Item 24-0051; and

WHEREAS, the County is now amending the MOU to reflect this additional $100,000.00 to supplement existing funding for QLS, with this approval being designated as Amendment No. 4 to the MOU; and

WHEREAS, on January 21, 2026, the Board of Commissioners allocated an additional $100,000.00 (non-recurring) in financial support to QLS as part of the FY2026 budget pursuant to Agenda Item 26-0032; and

WHEREAS, the County is now amending the MOU to reflect this additional $100,000.00 to supplement existing funding for QLS, with this approval being designated as Amendment No. 5 to the MOU; and

WHEREAS, the County is now amending the MOU to reflect this additional $100,000.00 to supplement existing funding for QLS, with this approval being designated as Amendment No. 6 to the MOU; and

WHEREAS, the County is also amending the MOU to capture the County's responsibility of employing a qualified computer instructor; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 6 to Form of Contract (MOU) is effective as of the ___day of ____, 2026, between the County and QLS, who agree that all Services specified will be performed in accordance with this Amendment No. 6 to Form of Contract (MOU) and the Contract (MOU) Documents as set forth below.

1. **SCOPE OF WORK TO BE PERFORMED:** Planning and coordination of Life Enrichment, Fitness and Congregate Dining services for the senior population of Fulton County at the Fulton County/QLS Center for Senior Citizens. Quarterly progress reports will be provided in April, July, October and December 2026.

Section B (County/DSS Responsibilities) of the original MOU, as amended, is further amended to add new sections (5) and (6), to read as follows:

(5) Employ a qualified computer instructor to provide ongoing computer classes at the QLS Senior Center or QLS residential facilities. Class topics shall include but not be limited to the following subject areas:
- Introduction to Computers and Keyboarding
- Introduction to Microsoft Applications:
  - Word, Excel, Power Point, and Publisher
- Using the Internet
  - E-mail, Social Media, Zoom, etc.
- Smart Phones
  - Iphone and Android
- Cyber Security and AI (artificial intelligence)

(6) The computer instructor is responsible for the following:
a. Develops and designs course curriculum
b. Manages course schedules
c. Manages and maintains computer lab
d. Provides supplies for the computer classes.
e. Serves 150 or more residents of Fulton County age 60 and above through the computer classes.
f. Maintains accurate records of expenditures and the disposition of funds in accordance with good accounting practices. Such records shall be made available

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed $150,000.00. Compensation will be remitted in three payments; contractor is to submit invoices by 4/28/2026.

3. **LIABILITY OF COUNTY:** This Amendment No. 6 to Form of Contract (MOU) shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 6 TO FORM OF CONTRACT (MOU)**: Except as modified by this Amendment No. 6 to Form of Contract (MOU), the MOU, and all Contract (MOU) Documents, remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu, Director
Department of Senior Services

CONSULTANT:

QUALITY LIVING SERVICES, INC.

Irene Richardson, President
QLS, Inc. Board of Directors

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#:_____RCS:_____ **RECESS MEETING**	**ITEM#:_____RM:_____** **REGULAR MEETING**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0207 **Meeting Date:** 4/15/2026

Department
Emergency Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution authorizing the adoption of the 2026 Countywide Disaster Debris Management Plan.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Ga. Const. Art. IX, II, 1 Home Rule Powers and Fulton County Code 1-117.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Justice and Safety

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Debris Management Plan is a comprehensive, cooperative, interjurisdictional approach to prepare for and implement debris management operations following a major disaster.

Community Impact: A Debris Management Plan increases the probability of reimbursement for disaster related projects within Fulton County.

Department Recommendation: The Atlanta-Fulton County Emergency Management Agency recommends Board of Commissioners' approval for this agenda item. Approval of this item will not require the expenditure of any additional County funds.

Project Implications: No future implications are anticipated in terms of potential changes in budget, service provision, or County policy/operations.

Community Issues/Concerns: No issues or concerns have been raised by internal/external partners concerning this specific agenda item.

Department Issues/Concerns: The Atlanta-Fulton County Emergency Management Agency does not have any specific issues or concerns as it relates to this specific agenda item.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

A RESOLUTION AUTHORIZING THE ADOPTION OF THE 2026 FULTON COUNTY DEBRIS MANAGEMENT PLAN; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Debris Management Plan supports the effective and efficient management of disaster-generated debris throughout Fulton County; and

WHEREAS, the Debris Management Plan is intended to be a comprehensive, cooperative, interjurisdictional approach to prepare for and implement debris management operations following any major disaster; and

WHEREAS, having a Debris Management Plan in place prior to an emergency increases the probability of reimbursement from the federal government for disaster related projects within Fulton County; and

WHEREAS, the Debris Management Plan has been prepared and updated in accordance with federal procurement standards as outlined in 2 C.F.R. §§ 200.317 – 200.326.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the 2026 Fulton County Debris Management Plan, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon adoption, and all resolutions and policies and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this _____ day of April 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Exhibit A

2026 COUNTYWIDE DISASTER DEBRIS MANAGEMENT PLAN

FULTON COUNTY

Table of Contents

Promulgation Statement 3
Purpose and Scope 6
Purpose 6
Scope 7
County Overview 7
Disaster Conditions 9
Priorities 10
Concept of Operations 11
Operations Overview 11
Annual Actions 12
Immediately Prior to an Incident 12
Response operations 13
Recovery 13
Coordination and Completion of the “Emergency Push” 13
Implementing Debris Collection and Processing Operations 14
Resource/ Mutual Aid Requests 15
Site Approval 16
Site Approval Process 16
Responsibilities 17
Attachment One- Currently Designated Priority Roadways 19
Attachment Two- Initiating Temporary Debris Management Sites 21
Attachment Three- Location of Temporary Debris Management Sites 23

Promulgation Statement

The following 2025 Countywide Disaster Debris Management Plan provides a framework in which the county can perform their respective functions during a disaster or national emergency.

The Countywide Disaster Debris Management Plan was prepared in accordance with State coordinated procedures as well as Federal guidance. This plan supersedes any previous Debris Plans and has been reviewed and approved by the Director of the Atlanta-Fulton County Emergency Management Agency. It will be reviewed and recertified annually.

Approved:_____ Date:_____

Joseph Barasoain, Director

Approved:_____ Date:_____

Dick Anderson, County Manager

Record of Changes

VERSION	APPROVED BY	REVISION DATE	DESCRIPTION OF CHANGE	DISTRIBUTED?

Distribution List

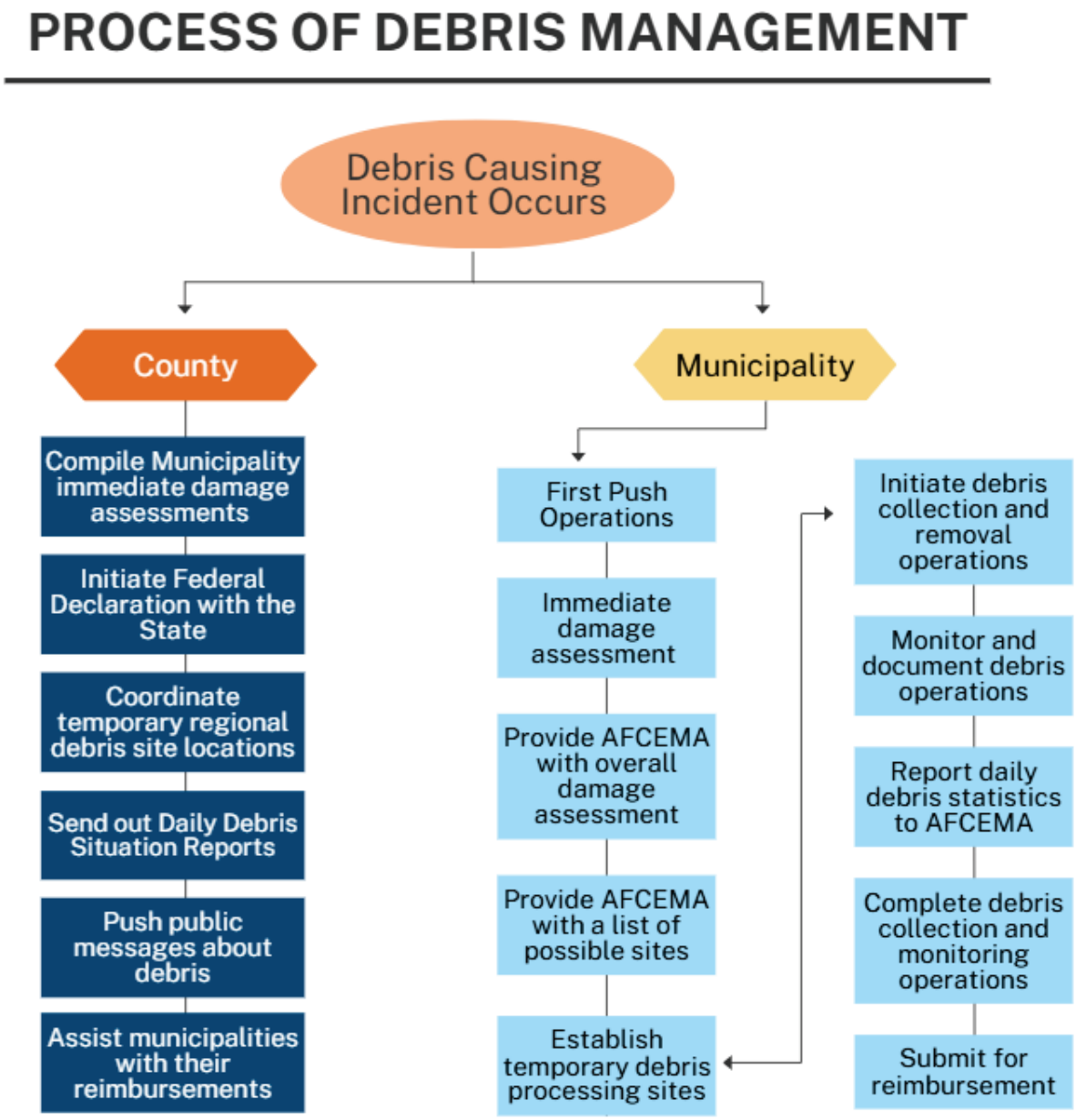
NAME	DEPARTMENT	DATE DISTRIBUTED	ACKNOWLEDGMENT OF DISTRIBUTION

Purpose and Scope

Purpose

The purpose of the countywide debris plan is to support effective and efficient management of disaster-generated debris throughout Fulton County, Georgia. This plan is intended to be a comprehensive, cooperative, interjurisdictional approach to prepare for and implement debris management operations following any major disaster.

The plan establishes the policies controlling local government actions for debris management and defines a concept of operations that will be utilized countywide when necessary. This plan also defines responsibilities for debris management operations and plan implementation.



Scope

The scope of this plan is defined as follows:

- This plan is an integral component of the Fulton County Local Emergency Operations Plan (LEOP), and will only be implemented, as necessary, upon implementation of the LEOP and activation of the County Emergency Operations Center (EOC).
- This plan applies to all local government jurisdictions in Fulton County. Additionally, it applies to any autonomous countywide agency, regional authority, or special district responsible for the maintenance of:
    - Public lands
    - Natural waterways or human-made canals
    - Public roadways or other public facilities in Fulton County
- The plan will be implemented when disasters generate significant amounts of debris across multiple jurisdictions in the County. Fulton County may also implement all or part of the plan if an impacted jurisdiction is overwhelmed by the volume or type of debris and needs support from the county or the state.
- This plan applies to all disaster debris operations, regardless of cause, and types of disaster-generated debris, including vegetative, construction, demolition, household, contaminated, and hazardous materials.
- The plan addresses disaster-generated debris that must be removed and disposed of. This includes debris that:
    - Poses a threat to public health and safety
    - Could cause further damage to public and private property
    - Would significantly hinder the economic recovery of affected communities

County Overview

Fulton County covers 526.63 square miles, with a mix of urban and suburban areas across its 15 municipalities. The county's western border runs 80 miles along the Chattahoochee River. It has the largest population in Georgia with about 1,090,000 residents. The County is divided into three sections. North Fulton consists of the cities of Alpharetta, Johns Creek, Milton, Mountain Park, Roswell, and Sandy Springs. The city of Atlanta encompasses the center portion. Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto, South Fulton, and Union City make up South Fulton. These three distinct sections are unique in their own way and require a different level of coordination in the event of a debris event.

The following characteristics of Fulton County and its municipalities are influential to the need for a countywide debris plan and the operational concepts it must incorporate:

- Fulton County's debris plan must account for its complex jurisdictional makeup. The county's 15 municipalities, regional authorities, and special districts have different resources and capabilities for handling disaster debris. Following a major disaster such as a hurricane, all these entities will need to clear and dispose of debris simultaneously. Therefore, close cooperation and coordination—both before and after an event—are crucial for efficient debris management. This can only be achieved through advanced planning by all entities and a commitment to

using a common, standardized approach across the entire county. Given the large number of organizations involved in debris management, effective countywide operations will require each jurisdiction, regional authority, and special district to develop strong plans within the area of their responsibility.

- As Fulton County's population and development grow, the availability of land suitable for debris management sites is shrinking. Identifying, certifying, and communicating those sites in advance allows for greater interjurisdictional coordination. Organizations within Fulton County responsible for post-disaster debris management, requires interjurisdictional operations. Establishing common operational concepts, documentation, and information sharing countywide will allow for a more effective and efficient response.
- Temporary debris management sites are necessary in or near the impacted areas to allow for collecting and sorting different types of debris, reducing the volume of debris through means such as grinding or incineration, and preparing the debris for final disposal.
- Reducing the roadway distance between debris origin and temporary debris sites shortens the travel time of trucks transporting debris and allows for a regionalized approach making debris management operations more effective.
- Debris management operations following major disasters must be accomplished within parameters and restrictions defined in state and federal regulations. This is especially applicable to events that receive presidential declarations of disaster, when local governments and other not-for-profit entities become eligible for federal reimbursement of specific disaster-related expenses pursuant to the Stafford Act. Such federal reimbursement is available for debris management programs implemented in accordance with applicable regulations and requirements. These regulations are complex, frequently updated or modified, and often subject to interpretation in view of the characteristics of the specific event. To maximize federal reimbursement for debris management operations in Fulton County, representatives of local governments must remain knowledgeable of the most current regulations and their expected interpretation.

Disaster Conditions

Following a disaster, the situation regarding debris management in Fulton County is likely to have the following characteristics:

- Substantial amounts of debris are present immediately after the disaster, blocking roadways, access to critical facilities, interfering with emergency operations, and causing other health and safety problems. The disaster scenario likely to generate the largest volume of debris across the county would be a hurricane or tornado, which could result in large volumes of vegetative and structural debris.
- The initial action, commonly referred to as an “emergency push” opens roadways by pushing debris to the side of the roadways, creating space wide enough for emergency vehicles to pass. “Priority routes” into critical facilities such as hospitals and fire stations, are cleared first. After completion of the emergency push, debris from roadway rights-of way and public property would be collected to minimize health, safety, and fire hazards. Each jurisdiction is responsible for creating a map of their priority routes.
- Identification of temporary debris management sites for processing, volume reduction, and preparation for final disposal, would follow completion of the emergency push. Multiple locations maybe required countywide dependent on which municipalities are impacted. These sites would be managed by individual cities.
- Public information and education following a major disaster will be needed regarding debris separation, removal from private and public property, and collection schedules. Timely communication informing the public about procedures, as well as regular status updates will be needed to manage public concerns around debris.
- Local public works departments may be overwhelmed by the volume and/or type of debris, both during the “emergency push” and in completing the collection and removal process. All municipalities are encouraged to contract with large and/or multiple vendors for assistance with debris collection and removal.

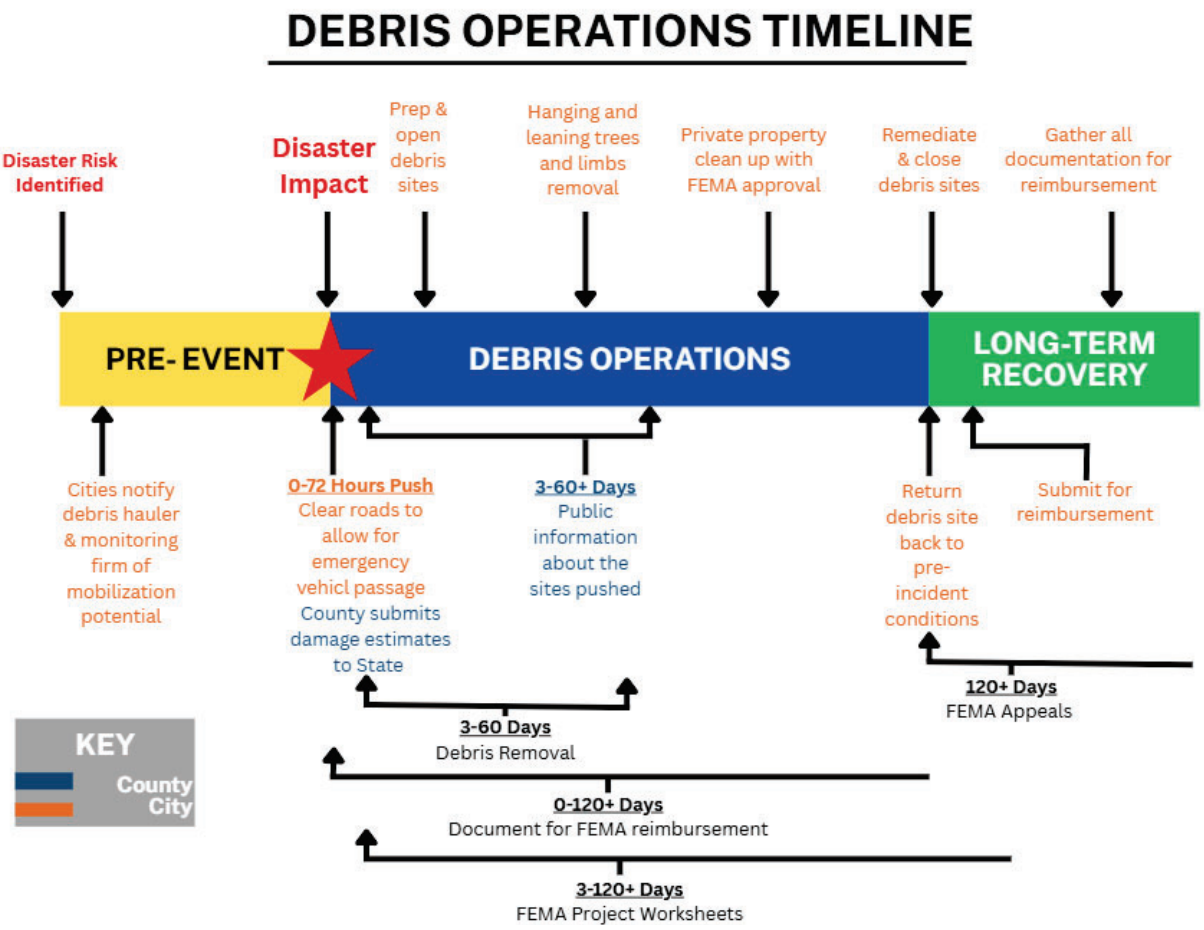
Priorities

The signatories to the countywide debris management plan have agreed that the following priorities will be used to guide debris management operations on both a countywide basis and within each jurisdiction:

- Operations to protect public health and safety will be given the highest priority. Debris management operations will not endanger the health and safety of individuals engaged in debris collection, transport, handling of debris, or to the public adjacent to debris transportation routes, temporary debris management sites, or debris disposal sites.
- Operations to ensure and/or restore the continuity of local government and protection of vital community infrastructure will be the next highest priority.
- Operations to protect and/or prevent additional damage to public property will be the next highest priority.
- Operations to protect valuable and irreplaceable environmental resources will be the next highest priority.
- Operations to restore and enhance normal economic activity in the affected communities will be the next highest priority.

Concept of Operations

This section describes the concept of operations that will be used to maintain and implement the countywide debris management plan. The section addresses the operations overview, the resource request process, and the site approval process.



Operations Overview

This section defines the operations that will be implemented pursuant to the plan. The operations are defined as the following:

- Annual actions
- Immediately prior to an incident
- Response
- Recovery

The operations described below are intended to be implemented with flexibility and to be adjusted to the specific needs of the debris planning and plan implementation process as they may change through time.

Annual Actions

This section defines the operations that will be completed annually by December 31st, to rapidly implement debris management operations in the event of a disaster.

The Fulton County Emergency Management Agency will complete the following:

- Gather and review recent changes to state or federal rules, regulations and/or guidance that would influence debris management operations in Fulton County.
- Host annual debris management training for all municipalities and external partners to include; review of the countywide plan, submittal process for initial plan and updates.
- Review any activations of the countywide debris management plan during the preceding year and define any modifications to the plan indicated.
- Review annual jurisdictional updates as well as any changes in demographics, local government organizations, or characeristics of Fulton County and make updates to the countywide plan as needed.
- Maintain the master list and map of potential sites and share them with stakeholders when possible.
- Engage in additional debris management planning & preparedness activities when needed.

Each Municipality will complete the following:

- Complete initial/annual update of it's debris management plan and submit to Fulton County Emergency Management Agency by December 31st.
- Meet annually with debris monitoring contractor and share any updates to the debris management plan or temporary debris management sites with the county emergency management.
- Train key personnel and exercise debris management plan if needed.

Immediately Prior to an Incident

Operations for those major disasters characterized by having a watch and warning period (hurricanes, tornadoes, etc.) will include the following:

The Fulton County Emergency Management Agency, will ensure that the following have occurred:

- Disseminate weather updates from the National Weather Service when applicable, using multiple systems as needed.
- Draft public information & emergency instructional materials for distribution if needed.
- Confirm the availability of temporary debris management sites with the municipalities throughout the County, and send the list of possible sites to DNR for approval.

Each Municipality will complete the following:

- Monitor information channels regarding anticipated incident impacts and potential for debris management.

- Communicate potential impacts with leadership and all departments responsible for implementing the municipal debris management plan.
- Prepare and preposition resources necessary for the "emergency push" in protected locations to support response operations.
- Enact jurisdiction's debris management contractor/s as needed, including pre-incident notifications.
- Document any significant pre-incident conditions that may impact debris operations during response.
- Confirm temporary debris management sites throughout the city and share those locations with Fulton County Emergency Management.

Response operations

Response operations at the time of an incident will include, but not necessarily be limited to, the following:

The Fulton County Emergency Management Agency, will ensure that the following have occurred:

- Activate the Fulton County EOC.
- Process resource requests from municipalities as response and "emergency push" actions are in progress.
- Maintain situational awareness and information sharing with external and internal partners regarding response and "emergency push"
- Coordinate with the municipalities and state as to which temporary debris sites will be operational.
- Request direct federal assistance for debris management from the State pursuant to FEMA recovery strategy RS-2006-2, if necessary.

Each Municipality will complete the following:

- Establish contact with Fulton County Emergency Management Agency when they have activated their debris management plan.
- Complete preliminary damage assessment to identify location, volume and type of debris generated and impact to priority routes.
- Communicate initiation of "emergency push" for priority routs with internal and external stakeholders including County EOC.

Recovery

This phase consists of activities that will start once conditions are safe to operate and will last until months after.

Coordination and Completion of the "Emergency Push"

The "emergency push" or 72-hour response operations encompasses the period that impacts began through the time that roadways are cleared of debris allowing access for emergency response vehicles. Should an incident receive a federal declaration, debris management operations in the first 72 hours may be reimbursable through FEMA. It is

critical that all debris management response including time for equipment and personnel are documented accurately and in detail to meet reimbursement criteria.

The Fulton County Emergency Management Agency, will ensure that the following have occurred:

- Maintain situational awareness and communication with jurisdictional liaisons regarding “emergency push” operations.
- Respond to resource requests for assistance with priority routes or “emergency push” in a timely manner.
- Coordinate and support County efforts to provide supplemental resources if available to complete the emergency push.
- Prepare for transition to debris collection and hauling throughout the county.

Each Municipality will complete the following:

- Implement its debris management plan including the “emergency push” and priority routes identified in their plan.
- Communicate any unmet needs to the County EOC for assistance.
- Determine when the emergency push has been completed within their jurisdiction and inform the county EOC.
- Prepare for transition to debris collection and hauling in the county.

Implementing Debris Collection and Processing Operations

Following the initial 72 working hour period, debris management operations in the affected jurisdictions would be transitioning from the emergency push to debris collection, hauling, processing, and disposal. The length of time for this phase of debris management operations can vary from a few week to a few months, depending on the type of incident. Fulton County Emergency Management will provide coordination and support until operations are completed.

Temporary Debris Management Site Preparation (Municipal Level)

After a review of the availability and suitability of the Temporary Debris Management Site, the debris removal contractor can begin site preparation. As part of the preparation the following action items are recommended to compile baseline information:

- Photograph the Site:Digital photos should be taken to capture the state of the site before debris reduction activities begin.
- Photos should be updated periodically throughout the project to document the progression of the site.
- Record Physical Features: Records should be kept detailing the physical layout and features of the site. Examples to document in detail would include existing structures, fences, landscaping, etc.
- Historical Evaluation: The past use of the site should be researched and documented. Issues related to historical or archeological significance of the site should be cleared with the state historical preservation agency.
- Sample Soil and Water: If possible and deemed necessary, soil and groundwater samples will be taken before debris reduction activities begin. Samples will help

ensure the site is returned to its original state. Typically, soil and groundwater samples should be analyzed for total Resource Conservation and Recovery Act (RCRA) metals, volatile organic compounds, and semi-volatile organic compounds using approved U.S. Environmental Protection Agency (EPA) methods.

Debris monitoring ensures that debris removal and disposal activities are completed in compliance with environmental standards, contract obligations, and in the best interest of the residents. Municipalities are strongly encouraged to work with debris monitoring firms.

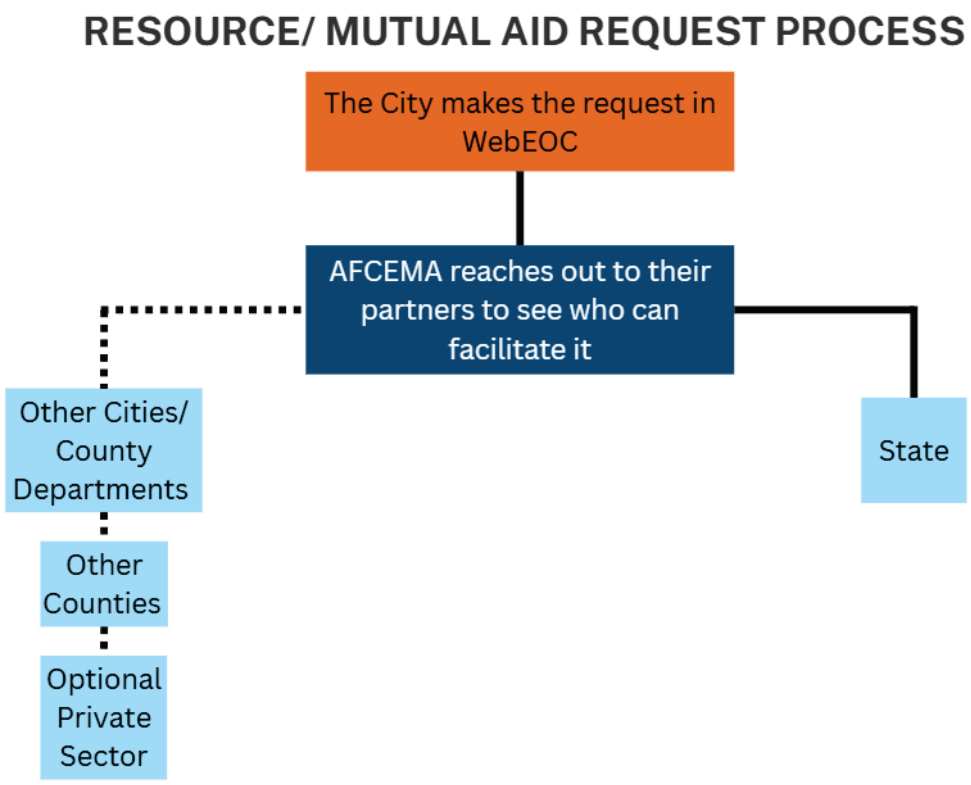
Conduct Meetings/Briefings with Key Personnel

Regular coordination meetings between key municipal personnel, debris removal contractors, and monitoring representatives; should be scheduled. Information to be shared for coordination would include:

- Objectives
- Operational progress
- Road clearance data or maps
- Debris clearance data or maps
- Debris site data and statistics

Resource/ Mutual Aid Requests

The resource request process is standardized through the County. Once a municipality has reached or exceeded their capabilities, they enter a resource request into WebEOC. The County EOC will then reach out to other cities or County departments, then to other surrounding counties, then to the state to help fulfill the request. The County EOC will coordinate with the municipal contact in regards to the status of their request.



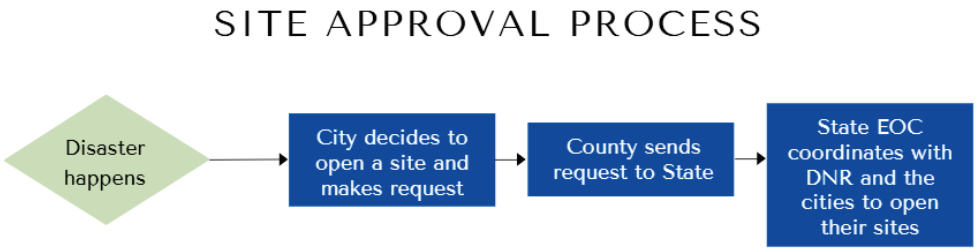
Site Approval

Pre-identified temporary debris management sites may also be certified as suitable for this purpose. As stated elsewhere in this plan, temporary debris management sites will be identified annually in the individual debris management plans of each participating entity.

All primary and alternate sites selected for debris management and reduction must be approved by the Georgia Department of Natural Resources (DNR). All sites will be approved according to its intended use.

Site Approval Process

After a debris incident has occurred, a city may need to open up a debris site. They would submit a site request to the County EOC via WebEOC. The County will coordinate that request with the state. Once approved, the State of Georgia's Department of Natural Resources (DNR) works with the cities to get their sites approved.



Responsibilities

This section defines the responsibilities of Fulton County agencies, other jurisdictions, and external organizations for the maintenance, improvement, and implementation of this plan.

Operational Responsibilities

The Fulton County Emergency Management Agency will have the following operational responsibilities:

- Ensure the integration of this plan and its supporting procedures into the operation of the Fulton County EOC.
- Maintain this plan, document all updates in a timely fashion, and distribute as needed.
- Prepare advanced public information regarding the debris management process in Fulton County.
- Provide coordination with after-action reports following the implementation of this plan; Integrate improvement actions into other County plans or procedures as needed.
- Facilitate communication between municipalities and other agencies with regards to availability of non-government temporary debris sites for intergovernmental agreements.

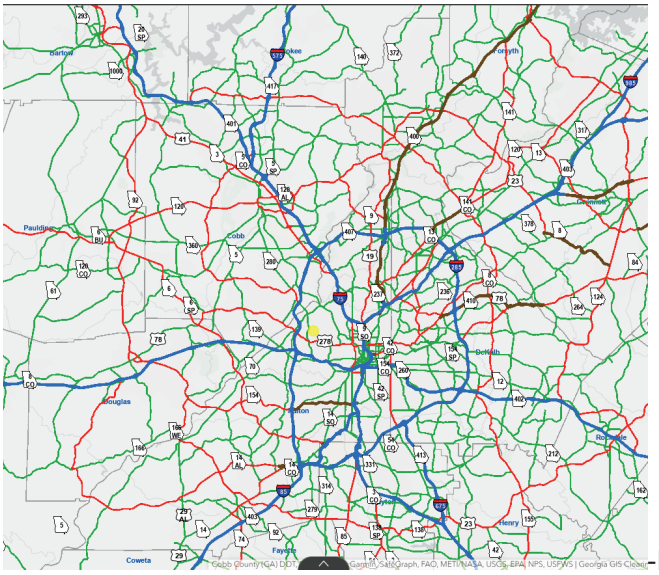
The Fulton County municipalities will have the following operational responsibilities:

- Develop a jurisdictional/agency specific debris management plan. Submit the plan to the Atlanta- Fulton County Emergency Management Agency for incorporation into the countywide plan.
- Complete all debris management and monitoring contracts for actions within their jurisdiction and ensure the adequacy of jurisdictional contracted debris management support.
- Lead, manage, and coordinate the process for pre-certification of the City's temporary debris management sites.
- Develop and maintain necessary procedures, checklists, rosters, operational guides, required for the activation, operation, and demobilization of collection sites.
- Plan, coordinate, and implement interjurisdictional actions necessary to ensure efficient and effective communication and data exchange during operations (computerized systems necessary for processing of the standardized load ticket, etc.).
- Designate and train department personnel for staffing of key positions.
- Monitor availability, capacity, and costs of disposal sites, from temporary removal through final disposal.
- Complete annual review and after-action reports after activation to ensure the plan meets the ever-changing needs of the municipality as well as variety of debris impacts.

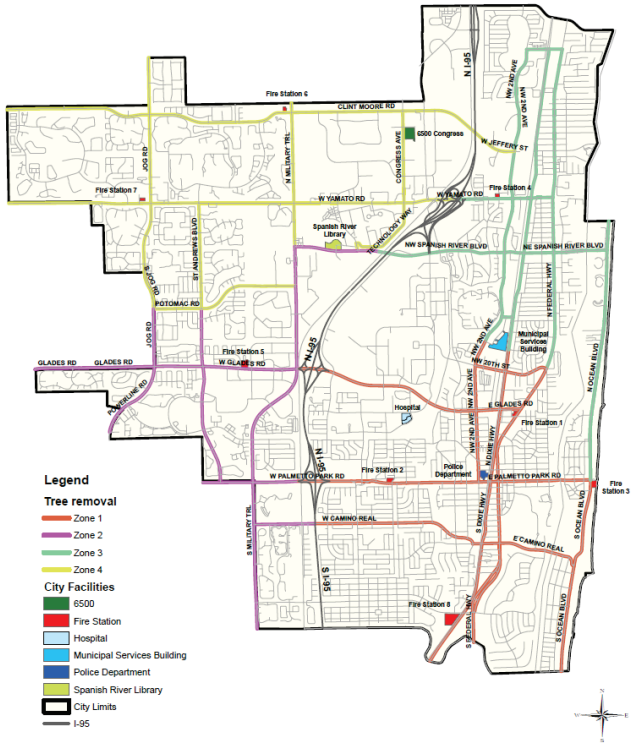
- Incorporate the debris management plan and its implementation in the city wide Emergency Operations Plan to ensure timely activation.
- Provide timely updates regarding debris management response to the Fulton County EOC for smooth coordination.
- Take other actions as necessary for effective and efficient debris management operations within the jurisdiction's areas of responsibility.

Attachment One- Currently Designated Priority Roadways

***Here we would have maps for each city and maybe each section. The maps would show the city vs state maintained roadways, hospitals, police stations, fire stations, and shelters. The city maps would also show their primary and secondary road clearing streets. See two examples below.



-Example



-Example

Attachment Two- Initiating Temporary Debris Management Sites

A. A tool to assess/screen potential TDMS in Fulton County

- **Area:** It should be at least 10 acres, preferred l5 acres, 25+ acres optimum.
- **Geographical Location:** Strategically distributed/placed throughout Fulton County. It shall allow debris to be removed from the ROW quickly making the operation much more efficient. Reducing the drive time from the collection point to the off-loading site allows crews to spend more time collecting debris than transporting debris.
- **Access and Traffic Flow:** The site should be as close to major traffic corridors as possible. Acceleration/deceleration lanes on approach roads to TDMS. Ingress and egress that will remove trucks from normal street traffic. Ingress lanes that will allow for 25 trucks to stage before reaching the Inspection Tower. Traffic flow on site must be circular entering and exiting at the same point.
- It should be able to process between 10 and 15 hauls per hour
- **Neighborhood Proximity:** It should be located away from densely populated residential districts, schools, commercial, and offices.
- **Topography:** It must be high and dry. Reasonably flat terrain requiring minimal fill material. Good natural drainage for rainwater
- **Preparation/Vegetation:** Site should easily and quickly be convertible. It should be clear of native vegetation. Minimal tree and/or vegetative growth
- **Miscellaneous:** It must be fenced and lighted for night operations. Available power utility.
- **Environmental Considerations:** Ground water, surface water bodies, proximity to environmentally sensitive land (for example, wetlands), well field, check prior history of occupation or land use, sampling of soil/water, vegetation survey, and so on.

B. Site-certification of Pre designated Temporary Debris Management Sites

This following defines the site-certification including environmental requirements of pre- designated Temporary Debris Management Sites (TDMS).

- **Look into how to submit a temporary debris site for approval

Attachment Three- Location of Temporary Debris Management Sites

We would create a countywide map of all the approved temporary sites. This would help us get an area wide view of where we can open if needed

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0210 **Meeting Date:** 4/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.

Proclamation recognizing “National Library Week and Fulton County Library Appreciation Week.” **(Pitts/BOC)**

Proclamation recognizing “National Public Safety Telecommunicators Week.” **(Barrett/BOC)**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0212 **Meeting Date:** 4/15/2026

Department
Police

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Alcoholic Beverages Licenses-Request public hearing and approval for license application (New Licensee/Ownership) Citgo Happy Store, for the retail sale of Wine and Malt Beverages at 4060 Martin Luther King Jr Blvd, Atlanta 30336.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Public Hearing and approval required by the Fulton County Board of Commissioners is required by the Fulton County Alcoholic Beverage License Ordinance; Section 6-201 (a) (1).

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Justice and Safety

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Police Department recommends a public hearing and approval to be held on April 15, 2026, for the following alcohol beverage application.

Citgo Happy Store whose owner Mr. Subhan Ahmad have made application to the Board of Commissioners for the retail sale of Wine and Malt Beverages at the business located at 4060 Martin Luther King Drive, Atlanta, Georgia 30336.

The application was received by the Police on December 4, 2025 and complies with the Alcohol Beverage License Ordinance Section 6-20. Compliance reviews have been conducted and approved by the following departments: Police, Fire, Zoning, and Code Enforcement. The Fulton County Attorney's Office has reviewed the application package and has determined it complies with the Fulton County Alcoholic Beverage License Ordinance.

Community Impact: There is no impact to the community.

Department Recommendation: The Police Department recommends approval of this agenda item.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues or concerns.

Department Issues/Concerns: There are no department issues or concerns.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0213 **Meeting Date:** 4/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation: Housing Authority of Fulton County Update

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0214 **Meeting Date:** 4/15/2026

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation and approval of a Resolution authorizing the financing of the Fulton County Jail Improvement project, including execution, delivery and performance of an Intergovernmental Agreement with the South Fulton Municipal Regional Jail Authority relating to the Issuer's Jail Facilities Improvement Revenue Bonds (Fulton County Jail Improvement Project), which may be issued in one or more series or subseries, at one time or from time to time in the maximum aggregate principal amount not to exceed $1,363,000,000.00 to finance all or a portion of the planning, design, acquisition, construction, equipping and completion of various renovations, additions and improvements to the Fulton County jail in one or more phases, and to pay costs of issuance of the bonds; ratifying, approving and authorizing, as the case may be, the preparation, use, execution, delivery and performance of a preliminary and final official statement(s), a continuing disclosure agreement and such other documents and certifications related to the bonds: and for other purposes.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Treasury Regulation. § 1.150-2

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Agenda Item No.: 26-0214 **Meeting Date:** 4/15/2026

Scope of Work: This Resolution announces the County's intent to begin a Jail facility construction program, which is being financed through an Intergovernmental Agreement with the South Fulton Municipal Regional Jail Authority. The Presentation will outline current construction considerations and options, outline the estimated financing requirements and intergovernmental structure pursuant to which the County would make contractual payments backed by its full faith and credit to the Authority which will be sufficient for the Authority to meet annual debt service requirements, as well as requested actions and next steps. If approved, the South Fulton Municipal Regional Jail Authority would approve an Inducement Resolution, as well as requisite Bond Resolutions and the Intergovernmental Agreement before Bonds are submitted for validation.

Community Impact: Provides County authorization to proceed with plans for the Fulton County Jail Improvement Program

Department Recommendation: Finance recommends approval

Project Implications: This authorization provides authority to begin bond validation and the procurement cycle for initial project tasks for the program.

Community Issues/Concerns:

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

Jail Construction fund, (Fund 542-999-S100-8100) Bond Proceeds

A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE FINANCING OF THE FULTON COUNTY JAIL IMPROVEMENT PROJECT; AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH FULTON MUNICIPAL REGIONAL JAIL AUTHORITY (THE "ISSUER") RELATING TO THE ISSUER'S JAIL FACILITIES IMPROVEMENT REVENUE BONDS (FULTON COUNTY JAIL IMPROVEMENT PROJECT), WHICH MAY BE ISSUED IN ONE OR MORE SERIES OR SUBSERIES, AT ONE TIME OR FROM TIME TO TIME (THE "BONDS"), IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $1,363,000,000 TO FINANCE ALL OR A PORTION OF THE PLANNING, DESIGN, ACQUISITION, CONSTRUCTION, EQUIPPING, AND COMPLETION OF VARIOUS RENOVATIONS, ADDITIONS AND IMPROVEMENTS TO THE FULTON COUNTY JAIL IN ONE OR MORE PHASES, AND TO PAY COSTS OF ISSUANCE OF THE BONDS; RATIFYING, APPROVING AND AUTHORIZING, AS THE CASE MAY BE, THE PREPARATION, USE, EXECUTION, DELIVERY AND PERFORMANCE OF A PRELIMINARY AND FINAL OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT AND SUCH OTHER DOCUMENTS AND CERTIFICATES RELATING TO THE BONDS; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County, Georgia (the "County") is a political subdivision of the State of Georgia (the "State"), duly created and organized under the Constitution and laws of the State; and

WHEREAS, the County is subject to that certain consent decree dated January 6, 2025, relating to the Fulton County Jail (the "Consent Decree"); and

WHEREAS, the Fulton County Board of Commissioners hereby finds, determines and confirms that, based on the information available to it, the most advantageous manner to implement the acquisition and financing of the necessary improvements to the Fulton County Jail, together with renovations, additions and improvements thereto, and other related real and personal property in respect thereof (collectively, the "Project"), is to implement a phased capital improvement program based on the then-approved budget of the County in collaboration with the South Fulton Municipal Regional Jail Authority (the "Issuer"); and

WHEREAS, the Fulton County Board of Commissioners hereby finds, determines, acknowledges and confirms that the Project is expected to meet the requirements of the Consent Decree; and

WHEREAS, the Issuer was duly created and is validly existing pursuant to the Regional Jail Authorities Act (O.C.G.A. § 42-4-90 *et seq.*), as amended (the "Act"); and

WHEREAS, pursuant to the Act, the Issuer has the power to (a) acquire, construct, improve, or modify, to place into operation, or to operate or cause to be placed into operation and operated, a jail or jails within Fulton County, Georgia, the County in which the Issuer is activated, (b) rent or lease the same to or from others or make contracts with respect to the use thereof or sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in any manner which the Issuer deems to the best advantage of itself and

its purposes; and (c) borrow money and issue its revenue bonds from time to time and to use the proceeds thereof for the purpose of paying all or part of the cost of any jail; and

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1(a), provides that:

> ". . . any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide"; and

WHEREAS, under the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph III, the County has the power to provide public facilities; and under the Act, the County and the Issuer have the power to exercise any one or more of the powers, rights, and privileges conferred by the Act either alone or jointly or in common with one or more other public or private parties; and

WHEREAS, the Issuer proposes to issue its revenue bonds to be known as the "South Fulton Municipal Regional Jail Authority Jail Facilities Improvement Revenue Bonds (Fulton County Jail Improvement Project)" in one or more series or subseries as designated by the year of issuance thereof, at one time or from time to time, in an aggregate principal amount not to exceed $1,363,000,000 (each series or subseries thereof, the "Bond" or the "Bonds" as the context may require) for the purpose of (a) financing the Project to be completed by the County in one or more phases and (b) paying the costs of issuing the Bonds; and

WHEREAS, for and in consideration of the Issuer's issuance of the Bonds and the acquisition and/or financing of the Project (in one or more phases), the County will agree to enter into an Intergovernmental Agreement (as may be supplemented, amended or modified from time to time, the "Agreement"), pursuant to which the Issuer will agree to issue the Bonds in one or more series or subseries at one time or from time to time as determined by the County, and provide for financing of the Project, and the County will pledge its full faith and credit to meet its contractual obligation to make payments to the Issuer in amounts sufficient to enable the Issuer to pay, when due, the principal of, redemption premium (if any) and interest on the Bonds as when and to the extent issued, and all other amounts owing under the Issuer's related bond resolution(s) and the Agreement, all as authorized under the Act (subject to the County's final approval of the final pricing terms by supplemental resolution in respect each series or subseries of Bonds); and

WHEREAS, O.C.G.A. § 42-4-97(5) expressly authorizes the Issuer and the County to enter into contracts with public and private entities in connection with the acquisition, construction, operation and maintenance of a jail, which may be on a negotiated basis without competitive bid, and O.C.G.A. § 42-4-97(6) expressly authorizes the Issuer to delegate its powers and duties under the Act with respect to the construction, operation and maintenance of a jail facility pursuant to an agreement with respect a jail facility to an agent and all actions taken

by such agent in accordance with the provisions of such agreement will be binding upon the Issuer; and

WHEREAS, the Issuer is expected to adopt one or more resolutions relating to the Bonds (to be issued in one or more series or subseries) at one time or from time to time (collectively, the "Bond Resolution"), which will authorize and approve the issuance by the Issuer of a series of revenue bonds, notes or other obligations, designated as the Issuer's Jail Facilities Improvement Revenue Bonds (Fulton County Jail Improvement Project) (with appropriate series or subseries designation reflecting the year of issuance thereof (collectively, the "Bonds"); provided, however, that the aggregate principal amount of the bonds, notes and other obligations issued thereunder shall not exceed a maximum amount of $1,363,000,000 (in the aggregate), the interest rate on the Bonds shall not exceed 6.00%, the maximum aggregate principal and interest due on the Bonds in any year shall not exceed $95,000,000 and the Bonds of any series of subseries shall mature no later than 50 years from the date of issuance and delivery of the respective series or subseries of bonds (the "Bond Parameters"); and

WHEREAS, the Fulton County Board of Commissioners desires to authorize the County Manager, in consultation with the Chief Financial Officer of the County, to determine (a) the form of sale (competitive sale or negotiated sale or private placement) of the Bonds which is in the best interests of the County, (b) the principal amount of each series or subseries of Bonds, (c) the most optimal timing for the financing of each Phase of the Project (including, but not limited to, the timing of when it is in the best interests of the County to issue each series of subseries of Bonds), as and to the extent consistent with the then-approved County budget, and (d) if the Bonds of any series or subseries shall be issued on a tax-exempt or taxable basis, so long as the Bond Parameters have been met prior to the consummation of the issuance and delivery of each series or subseries of the Bonds; and

WHEREAS, the Fulton County Board of Commissioners hereby authorizes the County Manager, the Chief Operating Officer or the Chief Financial Officer of the County to confirm that, based on the information provided by the proper officers of the County, the Bond Parameters have been met prior to the consummation of the issuance and delivery of each series or subseries of the Bonds; and

WHEREAS, the Fulton County Board of Commissioners desires to ratify, confirm, authorize and approve, the preparation, use and delivery, as the case may be, of a notice of sale (in respect of a competitive sale of the Bonds) or a bond purchase or similar agreement (in respect of a negotiated sale or placement of the Bonds), and a related Preliminary Official Statement, and to authorize and approve the preparation, use and delivery of a final Official Statement, all in connection with the sale and delivery of the Bonds in one or more series or subseries at one time or from time to time to the purchaser of such Bonds selected in the competitive bidding or negotiated sale/placement process contemplated in such documents; and

WHEREAS, the Issuer is required to provide certain financial and other information about the County in connection with the initial sale of the Bonds and on an ongoing basis until such Bonds are no longer outstanding, and it is necessary for the County to compile and furnish such information to the Issuer and/or to the selected purchaser and the holders, from time to time, of the Bonds; and

WHEREAS, in connection with the foregoing and in order to assist the purchaser with meeting its requirements under Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Rule 15c2-12"), the Fulton County Board of Commissioners desires to authorize and approve the execution and delivery of a continuing disclosure certificate or agreement (the "Continuing Disclosure Agreement"), in form and substance similar to the form attached to the Preliminary Official Statement presented at this meeting; and

NOW, THEREFORE, be it resolved by the Fulton County Board of Commissioners, in a public meeting properly and lawfully called and assembled, and it is hereby resolved by authority of the same, that the actions described in this resolution to be taken by or on behalf of the County shall be taken, that such actions are in the best interests of the citizens of the County and are necessary and appropriate to effect the undertaking of the Project, and it is further resolved as follows:

Section 1. **Incorporation of Recitals**. The recitals set forth above are adopted by the County as the findings of the County and are incorporated herein. The County further ratifies, confirms and approves the findings set forth herein.

Section 2. **Negotiation, Execution and Delivery of Agreement**. The negotiation, execution and delivery of the Agreement by the Chairperson or Vice Chairperson of the Fulton County Board of Commissioners or the County Manager (in consultation with the County Attorney and the Chief Financial Officer of the County) is hereby approved by the County, and by this reference, the Agreement is made a part hereof; provided, however, that the final payments in respect of the Agreement to be paid by the County to the Issuer shall be finally approved by the Fulton County Board of Commissioners prior to the execution, delivery and performance of the Agreement or the issuance of the related Bonds (or series or subseries thereof). Upon such final approval, the Chairperson or Vice Chairperson of the Fulton County Board of Commissioners or the County Manager are each authorized to execute the Agreement on behalf of the County and the Clerk of the Commission (which in all cases shall be deemed to include any Deputy Clerk of the Commission) shall attest and impress the seal thereon; provided, further, that the payments made by the County under the Agreement in amounts corresponding to the principal and interest on the related series or subseries of Bonds is consistent with the Bond Parameters set forth herein as certified by the County Manager, the Chief Operating Officer or the Chief Financial Officer of the County. The official executing the Agreement on behalf of the County may agree to such changes, alterations, completion of blanks or corrections to the Agreement as may be necessary to effect the purposes thereof. The execution, use, delivery and performance, as the case may be, of such Agreement by the Chairperson or the Vice Chairperson or the Chief Financial Officer of the County, as the case may be, as herein authorized, shall be conclusive evidence of any such approval.

Section 3. **Ratification and Approval of a Notice of Sale, Bond Purchase Agreement, Preliminary Official Statement, Final Official Statement and Continuing Disclosure Agreement**. Subject to the final approval of the final pricing terms of the Bonds (or any series or subseries thereof), the preparation, use and delivery, as the case may be, of an Official Notice of Sale (as applicable and in respect of a competitive sale of the Bonds (or any series or subseries thereof)), a bond purchase or similar agreement (as applicable and in respect

of a negotiated sale of the Bonds (or any series or subseries thereof)), and the Preliminary Official Statement in connection with the competitive or negotiated sale of the Bonds, which Notice of Sale (as applicable) and Preliminary Official Statement in form and substance customary for similar bond issuances is hereby ratified, confirmed and approved. The preparation, use and delivery of a Final Official Statement reflecting the final terms of the Bonds (or any series of subseries thereof) and otherwise in form and substance deemed appropriate by the officers and employees authorizing or executing same, after consultation with the other officers, employees, agents, consultants and attorneys for the Issuer and the County substantively engaged in the preparation of such document, including, without limitation, the financial advisor and disclosure counsel to the Issuer and the County, as the case may be, is hereby approved. The Chairperson, Vice Chairperson and/or Chief Financial Officer of the County (after consultation with the County Attorney), are each authorized to (i) finally approve and execute the Final Official Statement for the County, and (ii) enter into a Continuing Disclosure Agreement in substantially the form attached to the Preliminary Official Statement, all for purpose of assisting the purchaser of the Bonds in complying with the provisions of Rule 15c2-12. The execution, use, delivery and performance, as the case may be, of such Final Official Statement and Continuing Disclosure Agreement by the Chairperson or the Vice Chairperson or the Chief Financial Officer of the County, as the case may be, as herein authorized, shall be conclusive evidence of any such approval.

Section 4. **Delegation to County Manager**. The County Manager, in consultation with the Chief Financial Officer of the County, is hereby authorized to determine (a) the form of sale (competitive sale or negotiated sale or private placement) of the Bonds which is in the best interests of the County, (b) the principal amount of each series or subseries of Bonds, (c) the most optimal timing for the financing of each Phase of the Project (including, but not limited to, the timing of when it is in the best interests of the County to issue each series of subseries of Bonds), as and to the extent consistent with the then-approved County budget, and (d) if the Bonds of any series or subseries shall be issued on a tax-exempt or taxable basis, so long as the Bond Parameters have been met prior to the consummation of the issuance and delivery of each series or subseries of the Bonds.

Section 5. **Actions of the County Manager, Chief Operating Officer, Chief Financial Officer, County Attorney and Other Officials**. The County Manager, Chief Operating Officer, Chief Financial Officer, County Attorney, Clerk of the Commission, and other appropriate officials of the County are authorized to take such other actions, and to certify any documents and execute any receipts or other closing documents, certificates, instruments, agreements or papers necessary, to effect the purposes of this resolution and the Agreement, and the taking of such actions, and the execution by such officer(s) of any such other closing document, certificate, instrument, agreement or other papers (inclusive of a federal tax certificate and form 8038-G, if the County Manager determines to issue the Bonds of any series or subseries on a tax-exempt basis) necessary or appropriate for the consummation of the transactions contemplated in this resolution and in the Agreement.

Section 6. **Annual Tax Levy**. The obligation of the County to make the payments provided for pursuant to the terms of the Agreement shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to fulfill such obligation. The County is hereby authorized to and shall levy on all property,

including real property, within the County, subject to taxation for such purpose, an ad valorem tax sufficient as to rate or amount or otherwise in order to meet its payment obligations in connection with the Agreement (subject only to the limitation currently imposed on the County's ad valorem tax rate); provided that the County's duty to levy such tax shall abate to the extent that its revenues from other sources are used to make such payments provided for under the Agreement; provided, further, that the final pricing terms of the Bonds (and any series or subseries thereof) and final contract payments set forth in the Agreement shall be approved by the County by supplemental resolution before the closing on the Bonds (or any series or subseries thereof). Nothing herein contained, however, shall be construed as limiting the right of the County to pay the obligations hereunder out of general funds or from other sources lawfully available for such purpose.

Section 7. **Validation**. The proper officials of the County shall proceed in due course to have the Bonds, which may be issued in one or more series at one time or from time to time, validated as provided by law. To that end, such officials are hereby authorized to give the necessary notice to the District Attorney of the Atlanta Judicial Circuit of the action of this body in order that proceedings for the confirmation and the validation of the Bonds may be instituted in the Superior Court of Fulton County, Georgia. The proper officials of the County are hereby authorized to execute any and all documents and to take any and all actions required to validate the Bonds.

Section 8. **Official Intent Declaration**. The County intends that this legislation confirms the "official intent" of the County to reimburse itself with the proceeds of a borrowing within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

Section 9. **County Not an Operator**. Notwithstanding anything herein contained to the contrary, the County's role is to provide the funding for the County's jail facilities in accordance with its budgetary and administrative practices, while the Sheriff shall retain all operational and related control over such jail facilities; provided, further, that the County shall not be construed as an "operator" of the jail facility in any manner that would overlap, conflict with, supplant or abridge the Sheriff's constitutional, statutory or other legal authority, duties, and obligations with regard to the County's jail facilities.

Section 10. **Resolution Constitutes Contract**. The provisions, terms and conditions of this resolution shall constitute a contract by and between the County and the Issuer, and, upon the execution and delivery of the Agreement (including without limitation, any supplement, amendment or modification thereto as may be subsequently approved by the County), this resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the Issuer or the owners of the Bonds, nor shall the County adopt any resolution in any way ever adversely affecting the rights of such owners; provided, however, that the County may adopt such ordinance or resolutions supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, to (i) correct any ambiguity or formal defect or omission or inconsistent provisions in this resolution, or (ii) to grant to or confer upon the owners of the Bonds any additional rights, remedies, power or authority that may be lawfully granted to or conferred upon such owners.

Section 11. **Partial Invalidity**. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof unless expressly so held, but this resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein, and this resolution shall be construed to adopt, but not to enlarge upon, all applicable provisions of State law, and, if any provisions hereof conflict with any applicable provision of such law, the latter as adopted by the legislature and as interpreted by the courts of this State shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

Section 12. **Repealer**. Any and all resolutions or parts of resolutions in conflict with this resolution shall be and the same hereby are repealed (but solely as and to the extent of any such conflict), and this resolution shall be in full force and effect from and after its adoption.

Section 13. **Effective Date**. This resolution shall be in full force and effect immediately upon its adoption.

(SIGNATURE PAGE TO FOLLOW)

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this ___ day of April, 2026.

(SEAL)

FULTON COUNTY BOARD OF COMMISSIONERS

By: _____
Robert L. Pitts, Chairman

ATTEST:

_____
Clerk to the Commission

APPROVED AS TO FORM

_____
Y. Soo Jo, County Attorney

[Signature Page of the Fulton County Jail Improvement Project Resolution]



ACR
P-A-R-T-N-E-RS

APRIL 15 2026

FULTON COUNTY JAIL
CAPITAL IMPROVEMENT PROGRAM

Jail Program Update

AGENDA

01

Recap &
Progress Update

02

Program
Development

03

Financing

04

Requested Action &
Next Steps



01
Recap & Progress Update

Recap

Board of Commissioners Public Meeting – 20th August 2025

Scope

- Special Purpose Facility (approximately 1800 beds) addressing medical and behavioral care needs and all vulnerable populations, as well as general housing
- Rice Street Jail Renovation

Schedule

- Special Purpose Facility 2026-2031
- Renovation 2029-2035

Budget

- $536M Rough Order of Magnitude (ROM) estimate for Special Purpose Facility
- $552M ROM estimate for Rice Street Renovation
- Total Jail CIP ROM Estimate: $1.088B

Jail Capital Improvement Program: Programming

Programming Approach:

- Identified the program needs of an 1800-bed Special Purpose Facility
- Operational and architectural program was developed in coordination with Sheriff's Office
- Special Purpose Facility will house medical and mental health needs, vulnerable populations, and all females

Programming Findings:

- More specialty cells, fewer beds per housing unit, more single occupancy cells, more single floor housing units than initially anticipated
- Following completion, there will be more detainees housed in the Special Purpose Facility than the existing Rice Street Jail
  - Co-locating Jail support services with Special Purpose Facility will lead to more efficient operations for the Sheriff's Office
  - Jail support services: booking/transfer, kitchen, laundry, administration, etc.
  - This shift would result in an increase to the Special Purpose Facility scope but would be partially offset with a reduction to the renovation costs

Classification	# Units	# Beds Per Unit	Total Beds	Configuration
MALE HOUSING	**76% of total beds**			
Admissions	3	56	168	Double Occupancy
Minimum	1	56	56	8-Bed Cells
Medium	2	56	112	8-Bed Cells
Maximum	1	56	56	Single Occupancy
Maximum	2	56	112	Double Occupancy
Protective Custody	1	56	56	Single Occupancy
Alt Lifestyle	1	56	56	Single Occupancy
Behavioral Health	14	28	392	Single/ Double Occupancy
Medical	10	28	280	Single Occupancy
Geriatric	2	28	56	Double Occupancy
Youthful Offenders	2	28	56	Double Occupancy
Total: Male Housing	**39**		**1,400**	
FEMALE HOUSING	**24% of total beds**			
Admissions	1	56	56	Double Occupancy
Minimum	1	56	56	4-Bed Cells
Medium	1	56	56	4-Bed Cells
Maximum	1	28	28	Double Occupancy
Flex	1	28	28	Double Occupancy
Behavioral Health	2	28	56	Single Occupancy
Behavioral Health	2	28	56	Double Occupancy
Medical	1	28	28	Single Occupancy
Geriatric	1	28	28	Double Occupancy
Inmate Workers	1	28	28	Dormitory
Youthful Offenders	1	14	14	Double Occupancy
Total: Female Housing	**13**		**434**	
Total Housing:	**52**		**1,834**	

Jail Capital Improvement Program: Programming

Cost Estimate Developments

- The noted programming developments means more square footage & more expensive square footage
- Further, the inclusion of Jail support services in the Special Purpose Facility :
  - would result in an increase to the Special Purpose Facility costs,
  - but would be largely offset with a reduction to the renovation costs
- Financing for these improvements would be amortized over a significantly longer period, reducing the annual debt service needed for these improvements
- Strong judicial construction market regionally and nationally continues to keep construction costs high
- Inflation continues to be a cost driver

Fulton County Special Purpose Facility
FACILITY SPACE SUMMARY

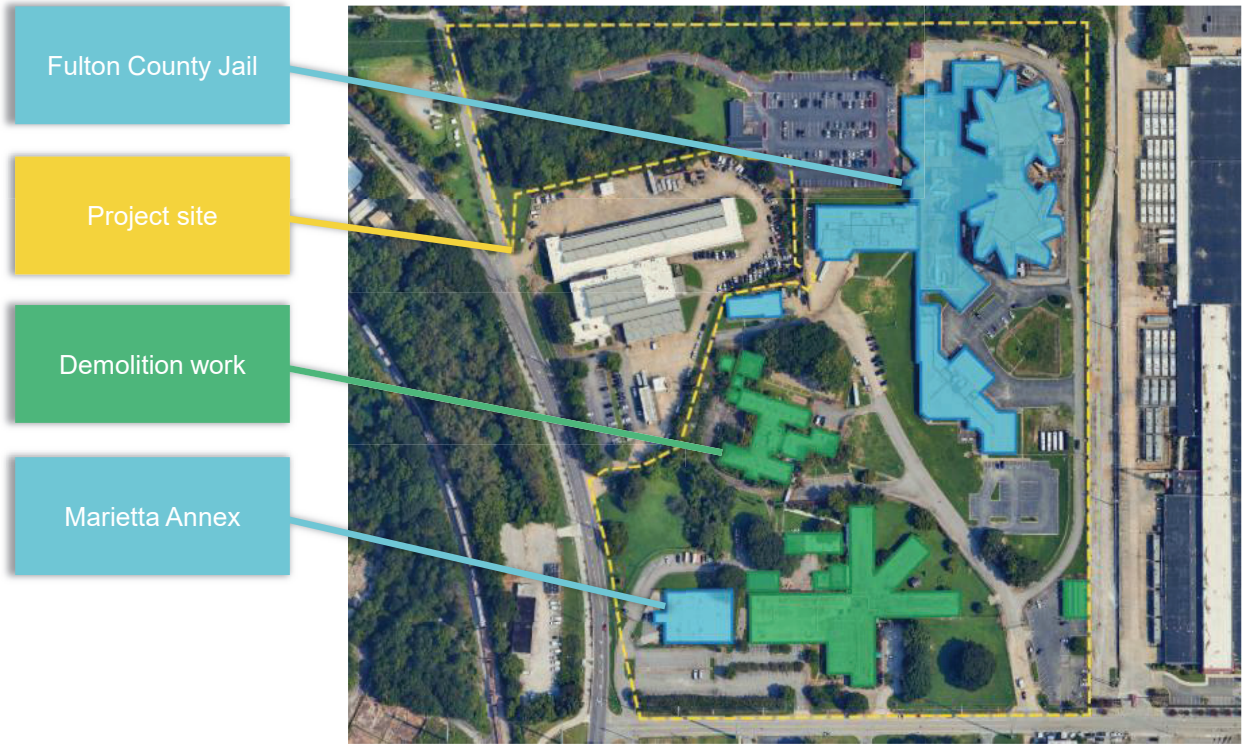
Code	Component		Total BGSF
1.000	PUBLIC ENTRANCE AND LOBBY		5,273
2.000	VISITATION		144
3.000	ADMINISTRATION		8,921
4.000	STAFF SUPPORT		30,205
5.000	SECURITY ADMINISTRATION		8,272
6.000	BOOKING, TRANSPORT AND RELEASE		36,920
7.000	HEALTH SERVICES		49,382
8.000	FOOD SERVICE		28,890
9.000	LAUNDRY		5,470
10.000	PROGRAMS		7,980
11.000	HOUSING SUPPORT		34,829
	HOUSING Beds:	1,834	539,404
12.000	MALE HOUSING	1,400	397,057
13.000	FEMALE HOUSING	434	142,347
14.000	BUILDING SUPPORT		24,194
	Totals:		779,883

Progress Update

Site Plan

Site planning considerations:

- Maintaining operations of the main jail during construction of the Special Purpose Facility
- Demolish buildings on site
  - Bellwood
  - Jefferson Place
  - Warden's House
  - Accountability Court
- Identify efficient site layouts for the new Special Purpose Facility and optimize all layouts for possible future expansion
- Ensure security requirements are met through building setbacks and limiting views from the street





02
Program Development

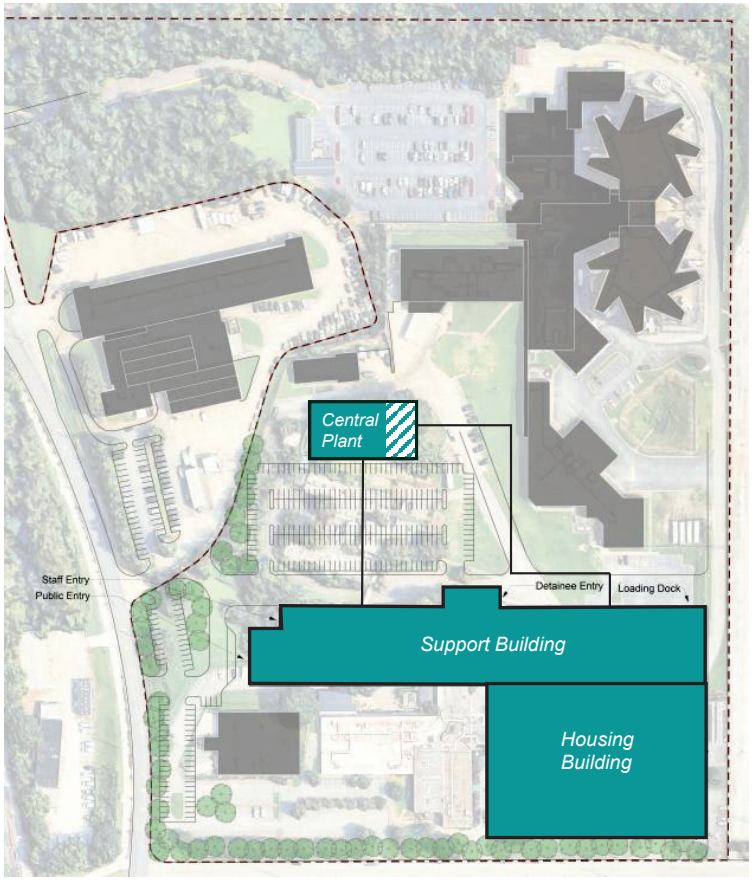
Jail Capital Improvement Site Plan – Phase I

Demolition

- Bellwood
- Jefferson Place
- Warden's House
- Accountability Court

Special Purpose Facility

- Total housing count as originally anticipated (approximately 1800 beds)
- Medical services/infirmary and behavioral care spaces
- Jail support spaces to serve entire jail population (kitchen, laundry, booking, administration)
- New central plant to provide HVAC/mechanical and electrical support to Special Purpose Facility



Illustrative example

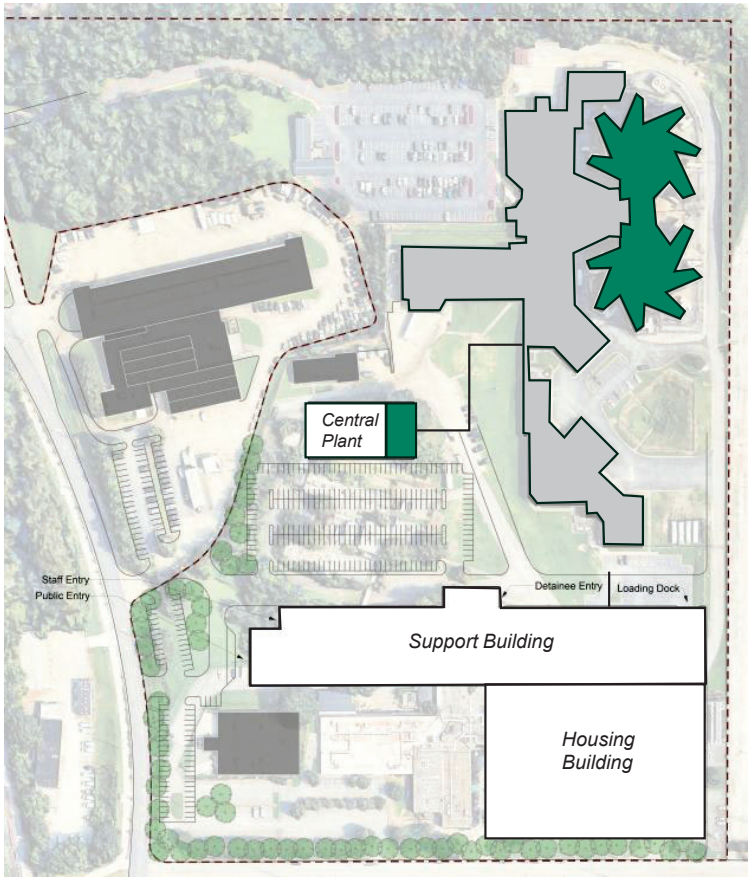
Jail Capital Improvement Site Plan – Phase II

Rice Street Renovation

- Renovate housing spaces of Rice Street Jail
- Phased renovation by tower

Central Plant

- Add equipment to new central plant to also service Rice Street Jail
- Decommission existing central plant within Rice Street Jail

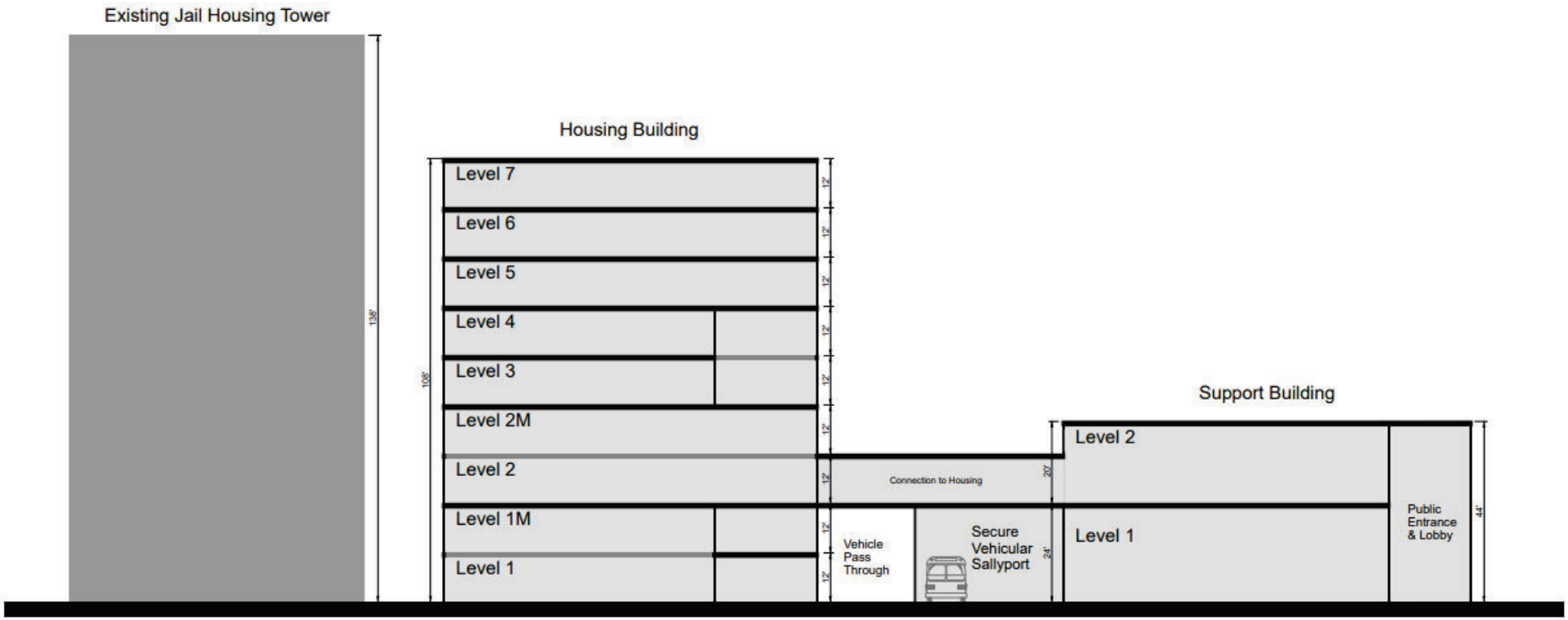


Illustrative example

Rice Street Renovation & Central Plant Equipment Addition

Jail Capital Improvement Site Plan

Existing Main Jail and Special Purpose Facility Section



Illustrative example

Jail Capital Improvement Program – Cost Update

Special Purpose Facility

HOUSING BED COUNT (TOTAL RATED BEDS)	**1834**
INFIRMARY/HEALTH SERVICES BED COUNT	**110**
TOTAL BED COUNT (HOUSING & INFIRMARY)	**1944**

JAIL SUPPORT PROGRAM SPACES
Public Entrance & Lobby
Visitation Areas
Administration
Staff Support
Security Administration
Booking, Transport & Release
Health Services
Food Service
Laundry
Centralized Programs

BUILDING SUPPORT PROGRAM SPACES
Maintenance
Receiving and Storage
Central Plant

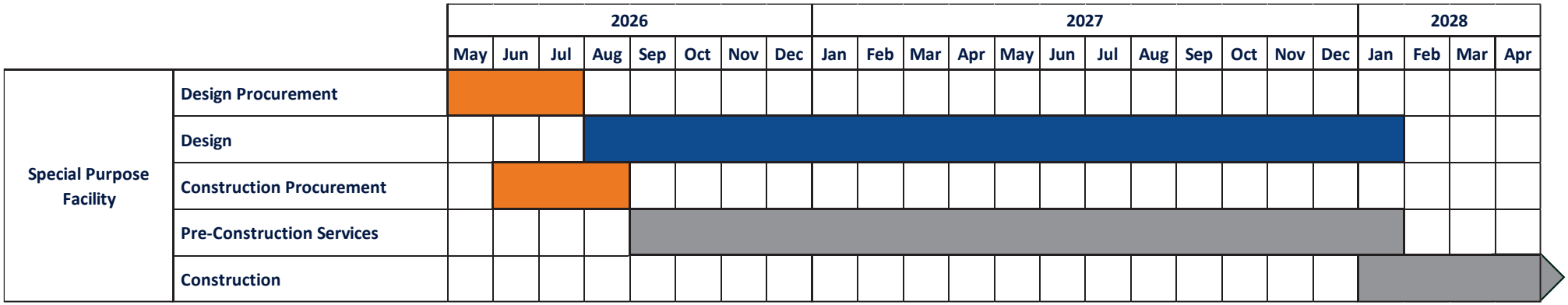
Jail CIP Updated Cost Estimate

COST ESTIMATES	
Phase I	
Special Purpose Facility	734 M
Phase II	
Rice Street Renovation	444 M
Central Plant Expansion for Rice Street Jail	45 M
Jail CIP Total Program Cost Estimate	**1,223 M**

- Initial estimates were developed prior to programming phase.
- Programming findings for the specialty beds is a net increase to the Special Purpose Facility of $100M.
- Addition of Jail Support program spaces to serve County's total jail population results in
  - a net increase to the Special Purpose Facility of $98M and
  - a net decrease to the Rice Street Renovation of $63M.
- Total net increase to the program is $135M from the initial Jail CIP of $1.088B.

Jail Capital Improvement Program – Timeline

Activities (through Spring 2028)



Key Dates

- Special Purpose Facility Occupancy: 2031
- Rice Street Renovation Completion: 2035



03
Financing

Financing – Jail CIP

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Estimated Annual Debt Service for Jail Bonds	**4.10**	**9.70**	**40.80**	**44.60**	**45.90**	**64.90**	**66.70**	**91.10**	**91.10**	**91.10**

(millions of dollars)

Assumptions

(1) Financed projects include Special Purpose Facility of $734 Million, Rice Street Renovation of $489 Million, Accelerated Housing of $140 Million, Total $1,363 Million

(2) Initial debt issuance is for design/site only, with full construction debt service starting two years subsequent

(3) New facilities are financed over 40 years, renovations are financed over 20 years



04

Requested Action & Next Steps

Requested Action & Next Steps

Requested Action:

- Fulton County BOC approves an Inducement Resolution in an amount not to exceed $1.363B for the Jail Capital Improvement Program (CIP), including a Reimbursement Resolution
    - Includes parameters for maximum interest rate and annual debt service and form of underlying Intergovernmental Agreement (IGA)

Financing Next Steps:

- South Fulton Municipal Regional Jail Authority approves an Inducement Resolution to pursue conduit financing
- Finance team structures conduit bonds for Jail CIP
- Jail Authority approves full Bond Resolution & form of IGA
    - Authorizes bond validation subject to the included parameters
- Fulton County approves form of IGA

Jail CIP Next Steps:

- Continue with site planning and demolition
- Continue to assess outsourcing options and/or advertise for Accelerated Housing project team, if applicable
- Advertise for Special Purpose Facility project team (Design Professional and Construction Manager At-Risk)



Thank You!

ACR

–P–A–R–T–N–E–RS

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0215 **Meeting Date:** 4/15/2026

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Registration & Elections, #47800-SOS0000037, Master Solution Purchase and Services Agreement in the amount of $163,575.00 with Liberty Vote USA, Inc (formerly Dominion Voting System Incorporated) (Denver CO) to purchase four (4) Central Scanning Absentee / Vote By Mail Hardware (ICC G2140 Kits) and three (3) Image Cast Central Scanner - DR-G2140 with annual Image Cast Central Annual Firmware License and Image Cast Central Annual Hardware Warranty. Effective upon BOC approval through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request seeks approval to purchase four (4) Central Scanning Absentee / Vote-By-Mail Hardware units (ICC G2140 Kits) and three (3) Image Cast Central Scanners with the required Image Cast Central Annual Firmware License and Annual Hardware Warranty. These resources are essential to support ballot processing needs for the General Primary / Nonpartisan Election and Runoff Elections, as well as the General Election / Special Election and associated runoffs. The additional scanners will expand capacity, reduce processing delays, and ensure that absentee and vote-by-mail ballots can be managed efficiently and securely throughout

multiple high-volume election cycles.

Scope of Work: The scope includes procurement, delivery, installation, and configuration of four ICC G2140 units and 3 ICC scanners. It also encompasses activation of the annual firmware license, application of the hardware warranty, systems integration with existing ballot-processing workflows, and any necessary testing or staff training. These steps ensure the equipment is fully functional and compliant with the department's operational requirements before election periods.

Community Impact: Improved scanning capacity enhances the voter experience by supporting timely, accurate processing of absentee and vote-by-mail ballots. Faster throughput helps the County meet statutory reporting timelines, strengthens public trust, and reinforces confidence in the integrity and reliability of election administration. Ensuring adequate equipment also reduces potential delays in finalizing election results.

Department Recommendation: The Department recommends approval of the purchases.

Project Implications: Approval of this purchase will increase operational resiliency, decrease dependence on aging or limited equipment, and reduce the risk of breakdowns during critical election periods. They included firmware license and warranty help ensure ongoing technical support, system performance, and secure operation. This investment positions the department to meet demand for both current and upcoming election cycles.

Community Issues/Concerns: Some community members may express concerns about how absentee and vote-by-mail ballots are processed or how equipment is maintained. Transparent communication about security, accuracy, and the role of scanning technology can help address questions and reinforce public confidence. Emphasizing the purpose and safeguards associated with these scanners can help mitigate misconceptions.

Department Issues/Concerns: Timely procurement and deployment are essential to avoid operational gaps prior to election deadlines. The department must coordinate installation, testing, and staff readiness. Storage, maintenance scheduling, and integration with existing systems must also be planned. The warranty and annual licensing help reduce long-term maintenance burdens and ensure consistent performance.

Contract Modification: New Procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: Master Solution Purchase and Services Agreement

Exhibit 2: Quotes

Contact Information *(Type Name, Title, Agency and Phone)*

Nadine Williams, Director, Registration and Elections, 404-612-7020

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$163,575.00
TOTAL:	$163,575.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2653-1410: General, Registration & Elections, Equipment - $135,050.00

Funding Line 2:

100-265-2653-1118: General, Registration & Elections, Office Supplies - $28,525.00

Key Contract Terms	
Start Date: Upon BOC approval	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

OVERALL Contractor Performance Rating: N/A

MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT

BY AND BETWEEN

DOMINION VOTING SYSTEMS, INC.
as Contractor,

and

SECRETARY OF STATE OF THE STATE OF GEORGIA
as State

Dated as of July 29, 2019

Contract No. [•]

Master Solution Purchase and Services Agreement

THIS MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT (this "**Agreement**") is entered into this ____ day of _____, 2019 (the "**Effective Date**"), by and between the Secretary of State of the State of Georgia, with its principal executive offices at 2 Martin Luther King Jr. Drive, West Tower, Atlanta, Georgia 30334 ("**State**"), and Dominion Voting Systems, Inc., with an office at 1201 18th Street, Suite 210, Denver, Colorado 80202 ("**Contractor**"). All capitalized terms used in this Agreement are defined, or the location of such definitions indexed, in Section 18.

1. BACKGROUND AND SCOPE.

1.1 Background. State desires to acquire, and enable other State Entities to acquire, from Contractor certain Services, Software, Equipment and/or any Licensed Programs or any combination of the foregoing (collectively, the "**Solution**") capable of providing a new Statewide Voting System (a "**SVS**") with a verifiable paper record which is sufficient to support all primaries and general elections, as more fully described in State's request for proposal for the Solution (event number 47800-SOS0000037) released March 15, 2019 and all documents attached thereto or links contained therein (as amended, the "**eRFP**"). Based on Contractor's experience, State has selected Contractor to supply such Solution and, if selected by State, to perform (through itself or one or more Contractor Solution Partners) Services to customize, install, implement and/or maintain a Solution, as further described herein.

1.2 Guaranteed Functionality & Guaranteed Performance. Before the selection of Contractor, State issued the eRFP whereby Contractor was required to make an initial, written response to such eRFP and to engage in meetings and discussions with State regarding the suitability of the Solution and Services for identified needs of the State Entities as set forth in the eRFP. As part of the eRFP process, State required Contractor to perform certain professional services and demonstrations to validate and confirm that the Solution and Services fulfill the needs of the State as described in the eRFP, including the delivery and implementation of a SVS that can be used by all State Entities throughout the State of Georgia for the 2020 Presidential Preference Primary on March 24, 2020 (the "**Presidential Preference Primary**"). Such requirements, together with Contractor's eRFP Response, Contractor's Request for Supplemental Technical Response dated June 24, 2019, shall be considered the "**Mandatory Requirements**" for purposes of this Agreement, which shall be incorporated in writing into this Agreement. Contractor expressly represents that the Solution will meet all Mandatory Requirements, and, when implemented, will accurately function in accordance with those requirements and this Agreement. State selected Contractor and the Solution and enters into this Agreement based on the features, functions and attributes of the Solution described in (a) the Documentation, (b) the Mandatory Requirements as being capable of enabling State and all other State Entities to accurately and securely administer elections throughout the State of Georgia in accordance with Applicable Laws of the State of Georgia (the "**Guaranteed Functionality**"), and (c) Contractor's guarantee that Contractor will have timely and completely implemented the Solution prior to the date of the Presidential Preference Primary (March 24, 2020), including delivery of all Equipment and training on the use of such Equipment in the registration of voters and administration of an election, such that the SVS is in place and the Solution fully operational and available for use by all State Entities in such Primary and in all subsequent primary and general elections throughout the Term (the "**Guaranteed Performance**").

1.3 Solution Partners. Contractor may provide certain of the Services and/or components of the Solution (including certain Third Party Licensed Programs) through one or more Contractor Affiliates, suppliers, resellers, or service providers (each, a "**Contractor Solution Partner**"), provided, each is expressly identified by Contractor to State and State agrees to its inclusion on Exhibit D hereto. As between Contractor and each Contractor Solution Partner on the one hand, and State on the other hand, Contractor shall be the prime contractor to State hereunder and in such capacity shall have full responsibility and liability for the performance of the Solution (including each of its Contractor Solution Partner components) and all Services hereunder (including all Services provided by Contractor Solution Partners). Unless the context otherwise requires, all references to "**Contractor**" throughout this Agreement shall refer to both Contractor and each Contractor Solution Partner. If any Services or any portion or component of the Solution is subject to a warranty claim or otherwise suffers a malfunction or defect and Contractor and a

Contractor Solution Partner dispute the cause of and/or fault for such malfunction or defect, then until such time as Contractor and the Contractor Solution Partner resolve their dispute, Contractor shall, without delay or cost to State continue to provide the Maintenance Services and complete all repairs, replacements or other applicable remedy obligations hereunder as necessary to full remedy the warranty claim.

1.4 Purchasing by State and other State Entities. State may use the Solution and/or Services purchased under this Agreement on its own behalf and for the benefit of all other State Entities, in accordance with the terms and conditions hereof. Contractor acknowledges and agrees that this Agreement is intended to be subject to an intergovernmental agreement between State and the other State Entities, and, therefore, that State or any other State Entity may purchase the Solution and/or any of the Services directly under this Agreement by issuing a valid purchase order and entering into a Solution Order or Services Order, as applicable. Any State Entity directly purchasing a Solution and/or Services under this Agreement (i) shall be solely responsible for payment of the Solution or Services purchased by such State Entity, (ii) shall be entitled to all of the rights and benefits afforded to State under this Agreement, and (iii) may enforce this Agreement in its own name with respect to such Solution and/or Services as if this Agreement, in its entirety, had been executed by Contractor and the applicable State Entity, and (iv) subject to Section 17.6.1, shall only be held responsible by Contractor for the performance of its obligations (including payment obligations) with respect to the specific Solution and/or Services purchased by such State Entity as set forth in the applicable Solution Order or Services Order.

1.5 Non-Exclusive Rights. This Agreement is not exclusive. State and each other State Entity reserve the right to select other contractors to provide the same or other products, licenses and services.

1.6 No Minimums Guaranteed. Except as provided in an executed Solution Order, this Agreement does not guarantee any minimum level of purchases.

2. SOLUTION AND DELIVERABLES.

2.1 Solution Order and Delivery. During the Term, and subject to all of the terms and conditions contained herein, Contractor agrees to deliver to State the Solutions ordered pursuant to a Solution Order, as hereinafter described.

2.1.1 Solution Order. For the ordering of a Solution from Contractor, any State Entity and Contractor will, subject to mutual agreement by both parties, execute a written order (each an "**Solution Order**"). Each Solution Order shall: (a) be substantially in the form of Exhibit B hereto; (b) be consecutively numbered with respect to all prior Solution Orders; and (c) include, where applicable and available at that time, the following information:

(i) the services described in this Agreement, including the Configuration Services, services required to complete Installation Events, Maintenance Services, Training Services and other services provided by Contractor under this Agreement (the "**Services**"), which are being purchased by the applicable State Entity;

(ii) licenses and/or sublicenses to the application software (the "**Application Programs**"), and to the custom programming application software (the "**Special Programs**") required in connection with the Services;

(iii) the software support services to be provided by Contractor for the Application Programs and the Special Programs (collectively, the "**Support Services**");

(iv) the hardware and equipment Deliverables to be provided by Contractor hereunder, including any computer systems, accessories, supplies, parts, related Documentation, and Revisions thereto to be provided by Contractor required for the operation of the Solution (the "**Equipment**") and the licenses and/or sublicenses to the operating software for such Equipment granted by Contractor (the "**Operating Programs**");

(v) the maintenance services for the Equipment (collectively, the "**Maintenance Services**");

(vi) the date by which the Solution must be fully delivered;

(vii) the particular State Site to which such Solution must be delivered; and

(viii) the price applicable to the items set forth on such Solution Order.

The terms "Application Programs," "Special Programs," and "Operating Programs" are collectively referred to as the "**Software**." In the event of a conflict between the terms of this Agreement and the terms of any Solution Order, except with respect to any provision of this Agreement which explicitly states that it may be modified or superseded by an analogous provision in a Solution Order, the terms of this Agreement shall control. The terms and conditions of each Solution Order will apply solely with respect to the Solution purchased under such Solution Order and shall not be deemed to modify this Agreement.

2.1.2 Implied Products and Services. Subject to Section 2.3.2 if any Services, Application Programs, customizations, Operating Programs, Support Services, Maintenance Services which are reasonably required for, and incidental to or inherent in, the proper delivery and use of the Solution or the performance and provision of the Services (regardless of whether they are specifically described in this Agreement), they will be deemed to be implied by and included within the scope of the Solution and Services to be provided by Contractor to the same extent and in the same manner as if specifically described in this Agreement.

2.1.3 Installation Plan. Attached as Attachment 4 to each Solution Order shall be an installation plan, developed by Contractor and approved by State (the "**Installation Plan**") which describes in detail with respect to such Solution Order: (i) each element of the delivery, installation, and training of State Personnel in the operation and use of, the Solution, each in a manner that meets the Mandatory Requirements (each a "**Installation Event**"); (ii) the specific dates set by which each of the Installation Events are to be completed (the "**Installation Deadlines**"); and (iii) the applicable Site Specifications, if any. Installation Plans may be replaced and superseded from time to time upon agreement of the parties in order to reflect mutually agreed changes in the Installation Events or Installation Deadlines by using the change control procedures set forth in Section 5.2. For the avoidance of doubt, State Entities will only be responsible for those fees related to Installation Events that are reflected in the applicable Solution Order.

2.1.4 Delivery. Contractor shall deliver the Solution ordered, including all Equipment and Documentation, to the State Site specified in the Solution Order, by the date(s) specified in the Installation Plan and otherwise in strict compliance with the terms and conditions of this Agreement and Installation Plan. Contractor shall not make any substitutions for the Solution of any other version, model, capacity or manufacturer without the prior written consent of State. Contractor represents and warrants that the Solution shall be new (not remanufactured or refurbished), free of defects, and in good operating condition at all times prior to the expiration of the Warranty Period. Solutions which consist solely of Licensed Programs may also be delivered electronically upon mutual agreement of the parties.

2.1.5 Shipment, Title and Risk of Loss. For each piece of Equipment or other Solution hardware component, Contractor shall pass title and ownership of such Solution component to State upon State's payment in full for such Solution component. Upon State's payment in full for each Solution, Contractor will deliver a bill of sale for each Solution component to State, as applicable. Contractor guarantees that State shall acquire good and clear title to the Equipment and other Solution hardware components being purchased hereunder, free and clear of all liens and encumbrances. Contractor shall arrange for shipment, at Contractor's expense, of Equipment by a mutually acceptable common carrier F.O.B. to the applicable State Site, or other delivery location specified in the Solution Order, at a mutually agreeable time. Risk of loss for such Equipment shall pass to State upon proper delivery at the designated destination. There shall be no additional charge to State for shipping, delivery or insurance beyond the prices set forth in the Solution Order. In the event of damage to any Equipment or hardware during transit or if Contractor or its designee delivers Equipment or hardware that does not pass Acceptance Testing, then Contractor will replace such

Equipment or hardware at Contractor's expense, including covering all shipping costs associated with returning such items to Contractor.

2.1.6 Inspection. In accordance with the Installation Plan and the requirements for the Acceptance Testing Plan, all Equipment shall be inspected as follows: (i) following arrival of the initial deliveries at the central warehouse designated by State and (ii) for the same deliveries, when forwarded to the State Site (or any subsequent delivery made directly to the State Site(s)). Prior payments shall not be considered as waiving any right of testing or inspection of the State Entities under this Agreement. Determination by a State Entity that Equipment or component has passed Acceptance Testing is without prejudice to any other rights or remedies that such State Entity may have with respect to any subsequently uncovered non-compliance, defect, or non-conformity. Any State Entity may return any Equipment or component of the Solution to Contractor that it determines not to have passed Initial Testing or Acceptance Testing for replacement, and such returns shall be at Contractor's expense including as relates to transportation charges. Any return made by a State Entity for failure of the Equipment or any component of the Solution to pass the Acceptance Testing shall not be affected by any determination by State that such Equipment or component passed Initial Acceptance Testing. If Contractor fails to repair or arrange shipment and pickup of such rejected Equipment by a mutually acceptable common carrier (F.O.B. the State Site from which such rejected items will be dispatched) and redeliver appropriate replacement Equipment or components sufficient to cure the defect prompting the rejection and otherwise fully functional in accordance with the requirements of this Agreement, within thirty (30) days of the applicable State Entity's notification of such rejection, the State Entity shall be entitled to, at its option: (a) rescind the applicable Solution Order as to the rejected Equipment; (b) accept the rejected Equipment or component at an equitable price reduction agreed by the parties; or (c) demand specific performance.

2.1.7 Cancellation of Solution Order for Convenience. A State Entity may cancel a Solution Order or any part thereof at any time without charge or cancellation fee. If State cancels any Solution Order, other than pursuant to Section 2.1.6, then the applicable State Entity will bear the cost of shipping any Equipment already delivered pursuant to such Solution Order back to location designated by Contractor (F.O.B. the State Site from which such rejected items will be dispatched). The remedy set forth in this Section 2.1.7 shall be Contractor's sole and exclusive remedy and State's entire liability for claims related to any such cancelled Solution Order. Where a Solution Order is terminated by a State Entity pursuant to this Section 2.1.7, State or the other State Entity, as applicable, shall pay to Contractor for the Equipment actually delivered and used by the applicable State Entity and the Services satisfactorily performed by Contractor, in each instance, prior to the date of such termination. If a State Entity has prepaid Contractor any amounts under a Solution Order terminated pursuant to this Section 2.1.7, Contractor will refund to the applicable State Entity that portion of such prepaid expense which is attributable to month(s) of and after the termination of the applicable Solution Order.

2.2 Documentation. Contractor shall deliver to State in such form as State shall request the number of copies requested by State of Documentation relating to the Solution and any updates thereto at no additional charge to State. State Entities may duplicate the Documentation provided that the State Entities reproduce the copyright that appears on such Documentation being duplicated. In no event will any provision of this Agreement, or any right or benefit of State or the other State Entities provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, charge or expense, including taxes) as a consequence of the terms of the Documentation.

2.3 Revisions; Upgraded Solution.

2.3.1 If Contractor makes any revision, modification, enhancement, improvement or otherwise updates the Software, any component thereof, or code used therein to include any patches, upgrades, updates, new versions, substitutions, replacements, and other modifications, improvements and enhancements, including through the introduction of new products that have comparable purpose and functionality as the Software used by the State Entities (collectively the "**Revisions**"), such Revisions will be made available to the State Entities, and, if approved by State, provided by Contractor, on a no-charge basis (with a corresponding credit for the amortized cost of the component being replaced by the accepted Revision) and will be deemed to be part of the Solution. Contractor shall keep State informed of any

potential Revisions being considered by Contractor, Revisions which may be necessary to keep the Solution relevant, and any developments in the industry or election practices generally that could adversely affect the Solution or render it obsolete including by: (i) meeting with State quarterly throughout the twenty-four (24) months immediately following the Effective Date and then twice in each of the successive twelve (12) month period remaining during the Term to discuss the same and (ii) providing State with a detailed comparison of the Solution currently in use by the State Entities as of the date of the Proposed Revisions as would exist after any proposed Revisions (the "**Upgraded Solution**"). The Upgraded Solution and the Revisions contained therein shall be subject to State's prior review and approval and State may conduct such testing and evaluations of the same as it determines to be necessary. If State declines to use the Revisions or the Upgraded Solution, Contractor will remain obligated to support the existing version of the Solution during the Term. For the avoidance of doubt, except as otherwise specified in Section 2.3.2, Contractor shall provide all Revisions occurring at any time during the Term at no additional cost to, and without increases to any existing fees payable hereunder by, any State Entity.

2.3.2 If a State Entity requests that Contractor make Revisions to the Software that are major in nature and are required because of a change to Applicable Laws of the State of Georgia governing elections as in effect as of the date of this Agreement (e.g. a change to a ranked-choice voting system) ("**Major Revisions**") such Major Revisions may be accompanied by additional or increased fees as mutually agreed upon by the parties in accordance with the Change Request procedure described in Section 5.4. Notwithstanding the foregoing, Contractor acknowledges and agrees that any Revisions or other changes to the Solution that are required due to changes in federal law, regulation, or standard shall not be accompanied by an increased fee.

2.3.3 Throughout the Term and subject to any restrictions on implementing changes or adding services under this Agreement, Contractor will seek to improve the quality, efficiency and effectiveness of the Solution to keep pace with technological advances and support State's evolving needs as related to election administration. Without limiting the generality of the foregoing, Contractor will: (a) identify and apply 'best practice' techniques and methodologies in performing and delivering the Solution and Services consistent with then-current industry standards and Contractor's normal course of business; (b) train Contractor Personnel in new techniques and technologies used generally within the industry; and (c) maintain the currency of the Contractor's tools, infrastructure, software and other resources. Notwithstanding anything contained herein to the contrary, Contractor shall not, without the prior written consent of State, (i) make any Revision or otherwise add to or alter the Solution or any component part thereof in any way that could remove Guaranteed Functionality or materially degrade Guaranteed Performance (or any portion thereof) or (ii) fail to make any Revisions necessary to ensure the Solution used by the State Entities remains current and at the forefront of voting technology throughout the Term, provided that such Revisions have been certified under the applicable provisions of the election laws and regulations of the State of Georgia, to the extent such certification is required.

2.4 Additional Requirements and Dependencies. Items or services which are included in or required for a Solution but not provided directly by Contractor must be identified as such in the Schedule for the corresponding Solution. Items or services which are required but are not available without further development or engineering must be identified as such in the Schedule for the corresponding Solution. If for any Solution Contractor sells or licenses to State Contractor's own or a Contractor Solution Partner's software, hardware, network communications, or interfaces, including project tools that Contractor regards as proprietary, Contractor will provide State, in addition to descriptions contained in a Schedule, a separate purchase order, contract, or license agreement describing the terms of such transaction. State will not be subject to extraneous royalties or other extended payment terms or usage restrictions of any kind arising from the purchase or license of such items unless shown in such purchase order, contract, or license agreement and unless such purchase order, contract, or license agreement is approved in writing by an authorized representative of State.

2.5 Within industry standards, State reserves the right to select the features, tools, accessories and companion applications to be used with the Solution to the extent reasonably necessary for the administration of elections. Contractor agrees to work with the other contractors who offer such products

and solutions. State reserves the right to approve system configuration, architecture, or functionality that affects the choice or use of the third-party products.

3. LICENSE AND AUTHORIZED USE.

3.1 Grant of License.

3.1.1 Grant of License. Except as provided elsewhere in this Agreement or an applicable Solution Order, Contractor hereby grants to State a non-exclusive, irrevocable (during the Term), and worldwide license for State and other State Entities to use, install, execute, store, and display the object version of all Contractor Licensed Programs in connection with State's use, operation, or support of the Solution and in accordance with all the terms and conditions of this Agreement. In addition, State, the other State Entities, and/or State Contractors, subject to the restrictions and processes set forth herein, shall be permitted, in connection with the use, operation, or support of the Solution, to: (a) use the Contractor Licensed Programs at any State Site; (b) make and use copies of the Contractor Licensed Programs at each State Site; (c) use the Contractor Licensed Programs for to fulfill the Mandatory Requirements including by providing access at all applicable State Sites to the Contractor Licensed Programs, other than by remote connection; and (d) use and/or copy of the Contractor Licensed Programs for the purpose of creating and using training materials relating to the Contractor Licensed Programs for internal purposes, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Contractor Licensed Programs.

3.1.2 License to Source Code Version. The License also includes the right to receive from Contractor and use the source code version of the Contractor Licensed Programs to the extent so provided in Section 3.1.4 and Section 3.2.

3.1.3 Deactivation at State's Request. From time to time, a State Entity may elect to uninstall one or more Contractor Licensed Programs for some period of time. If a State Entity elects to uninstall any Contractor Licensed Program such State Entity shall not be responsible for payment of any further fee applicable to such uninstalled Contractor Licensed Program(s). If a State Entity elects to reinstall any such Contractor Licensed Program(s) (I) the Extended Warranty applicable to such Contractor Licensed Program(s) will recommence as of the date such Contractor Licensed Program(s) is reinstalled and (ii) any such reinstallation by a State Entity will be at no cost to any State Entity other than as provided above.

3.1.4 Rights Upon Contractor Insolvency. All rights and licenses granted under or pursuant to this Agreement by Contractor to State and any State Entities are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (**"Bankruptcy Code"**), licenses to rights to "intellectual property" as defined under the Bankruptcy Code. Contractor acknowledges that if it, as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code, rejects this Agreement, then State or a State Entity may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. The parties further agree that, in the event of the commencement of any bankruptcy proceeding by or against Contractor under the Bankruptcy Code, State and each State Entity shall be entitled to retain all of such rights under this Agreement. Contractor agrees and acknowledges that enforcement by State or any State Entity of any rights under Section 365(n) of the Bankruptcy Code in connection with this Agreement shall not violate the automatic stay of Section 362 of the Bankruptcy Code and waives any right to object on such basis. Upon rejection of this Agreement by Contractor or the bankruptcy trustee in a bankruptcy case under the Bankruptcy Code and written request of State or a State Entity to Contractor or the bankruptcy trustee pursuant to Section 365(n) of the Bankruptcy Code, Contractor or such bankruptcy trustee shall: (a) provide State or such State Entity the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any Intellectual Property Rights otherwise required to be provided to State or such State Entity under this Agreement, or any agreement supplementary to this Agreement, held by Contractor or such bankruptcy trustee; and (b) not interfere with the rights of State or such State Entity provided in this Agreement or any other agreement supplementary to this Agreement, to the materials that are the subject of the rights and licenses described in this Section 3.1.4, and any Intellectual Property Rights provided under such agreements, including any

right to obtain the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any such Intellectual Property Rights from another party.

3.2 Delivery and Use of Source Code. No later than thirty calendar days from State of Georgia certification, Contractor shall, at its sole expense, (i) place in escrow with NCC Group, Inc., a Virginia corporation (the "**Escrow Agent**"), pursuant to the NCC Group Sourceone Escrow Agreement (Agreement# 46286) by and between Escrow Agent and Contractor dated November 4, 2010 (the "**Escrow Agreement**"), a copy of the Source Code incorporated within the Solution provided to the State Entities under this Agreement and (ii) cause the State to be enrolled as a "Licensee" under the Escrow Agreement. Delivery of such Contractor Licensed Programs under this Agreement will be deemed to include and require delivery of a copy of the Source Code to the Escrow Agent under the Escrow Agreement, together with any updates thereto. State shall be entitled to receive a copy of such Source Code and to use such Source Code to support and maintain the State Entities' authorized use of the Contractor Licensed Programs, upon the occurrence of a "Release Event" set forth in the Escrow Agreement. If Contractor makes any update to any escrowed Contractor Licensed Program, Contractor shall furnish the Escrow Agent with a corrected or revised copy of the Source Code for such Contractor Licensed Program within the timeframe required by Section 1.2 of the Escrow Agreement.

3.3 Third Party Source Code. Contractor shall identify to State in writing prior to the Effective Date and from time to time thereafter as often as required, any source code for Third Party Licensed Programs that Contractor is not authorized to deliver as part of the Source Code hereunder and for all such source code.

4. Services.

4.1 Configuration Services.

4.1.1 State Solution and Functional Requirements. Contractor acknowledges that State has relied, and will rely on, Contractor's experience and expertise in installing, implementing, and servicing the Solution purchased under this Agreement. The Solution will, when installed and implemented, meet State's technology and business requirements including all Functional Requirements. For purposes of this Agreement "**Functional Requirements**" means the technical requirements of State including, where applicable: (a) an identification of all software applications to be run on such Solution (including Licensed Programs provided by Contractor under this Agreement) (collectively, the **"Designated Licensed Programs"**); (b) any performance requirements of the Solution, as applicable (the **"Performance Requirements"**); (c) the anticipated number of users of the Solution and/or Designated Licensed Programs; and (d) details relating to any State systems with which the Solution and Designated Licensed Programs are to interface. Any Functional Requirements described in the Installation Plan, Solution Order, or Services Order shall be incorporated herein.

4.1.2 Contractor System Proposal. If State provides Contractor with Functional Requirements, Contractor shall, at no additional cost to State, analyze such Functional Requirements to determine the minimal amount and type of Solution that Contractor believes State needs to purchase in order to meet the Functional Requirements. Within ten (10) business days of its receipt of the Functional Requirements, Contractor shall deliver to State a written proposal (each a "**Contractor System Proposal**") which shall thereupon become part of the Guaranteed Functionality and be attached to the applicable Solution Order. The Contractor System Proposal shall detail at a minimum (as applicable): (a) the Solution components required to meet the applicable Functional Requirements; (b) the minimal operating system, network, and third-party software necessary to run the Designated Licensed Programs in conformity with the Functional Requirements; and (c) the estimated cost for such Solution determined in accordance with this Agreement. Nothing contained in the Contractor System Proposal shall obligate State to purchase any Solution or portion thereof.

4.1.3 Attachments to Solution. Subject to the other terms of this Section, in the event State provides Contractor with Functional Requirements for a certain Solution (and obtains confirmation of approval thereof as required below), State shall be entitled to install any attachment, feature, or device to, or install any Licensed Programs, on such Solution without affecting Contractor's representations and

warranties hereunder, if within a reasonable period of time not to exceed thirty (30) business days after receipt from State of notice of its intent to do so (such notice to be addressed to the Contractor Relationship Manager and delivered via return receipt mail), Contractor provides written notice to State either confirming compatibility with the Solution of the such items or stating reasonable grounds upon which it concludes such attachment, feature, device, modification, change, enhancement, upgrade, or addition will adversely affect its obligations, including any warranty or representation hereunder. Contractor shall use reasonable efforts to respond to any such request. Any request for such confirmation from State as provided under this Section that is not responded to by Contractor shall be deemed an acceptance by Contractor of the compatibility of such items with the Solution. If after receipt of the Contractor notice advising State of Contractor's conclusion that such attachments, features, or devices will adversely affect its obligations State employs such attachment, feature, device, modification, change, enhancement, upgrade, or addition, Contractor shall not be liable for those representations and warranties that it notified State it reasonably concluded would be adversely affected as identified in the detailed notice.

4.2 Extended Warranty. Contractor shall provide from the Effective Date until December 31, 2021 and thereafter for so long as requested by each State Entity, a "total care solution" for the Solution, which, in addition to basic commitments contained in this Agreement, will include service guarantees sufficient to keep the Solution in good operating order in accordance with the Mandatory Requirements at all times (the "**Extended Warranty**"). The Extended Warranty will include all Maintenance Services, telephone and online support, installation assistance, troubleshooting, "break-and-fix," replacement or repair of Equipment and components. Contractor will, at its own expense, upon receipt of written notice from a State Entity of an Extended Warranty claim make all adjustments and modifications necessary to cure any defect or nonconformity affecting the Solution such that it is fully functional in conformity with the specifications and requirement set forth herein. Contractor shall immediately commence correction of all Extended Warranty claims made pursuant to this Section 4.2. For the avoidance of doubt, the parties acknowledge and agree that no fees, charge, or other costs associated with maintenance, repair, modification, adjustment, replacement, or other remediation of the Solution will be owed by any State Entity in connection with the Extended Warranty. The Extended Warranty shall be "all inclusive." If the parties agree that State or any of its personnel shall perform any services relating to an Extended Warranty claim on behalf of Contractor, State shall receive a credit against the next Milestone Payment to the extent of the services so performed by State. Notwithstanding the administration of any services by a State Entity on behalf of Contractor in connection with the maintenance or support of the Solution, Contractor shall at all times be responsible the integrity and quality of all Services and the Solution. Without limiting the foregoing, the following conditions apply to the Extended Warranty:

4.2.1 State Entity shall bear the shipping costs to return the malfunctioning item of Hardware to Contractor, and Contractor shall bear the costs for ground shipping the repaired or replaced item of hardware to State Entity. Shipping costs are based on ground service rates. If faster shipping service is required, the shipping cost shall be at the State Entity's expense.

4.2.2 Repairs will be conducted and parts replaced at the Contractor repair depot, followed by an inspection.

4.2.3 The following services are among those not covered by this Warranty, but will be made available to the State Entities at Contractor's time and material rates specified on the Fee Schedule:

(a) Replacement of the following consumable items required for operation of the Equipment: batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices and disks;

(b) Replacement of Equipment that has been irreparably damaged by abuse by acts of the State or its employees;

(c) Replacement of Equipment that is lost due to theft;

(d) Repair or replacement of hardware damaged by of accident, disaster, theft, vandalism, neglect, or abuse;

(e) Repair or replacement of hardware Equipment that has modified by any Person other than those expressly authorized in writing by Contractor; and

(f) Repair or replacement of Equipment from which the serial numbers have been removed.

4.3 Training Services. Contractor shall provide training services ("**Training Services**"), for the fees set forth in the Solution Order, on such dates and locations mutually agreed upon, and shall make available any additional training requested by State which will be for the fees set forth in an additional Services Order Attachment (defined below). In addition and at no cost to State, upon request by State, Contractor shall (a) prior to the date of the Presidential Preference Primary provide (March 24, 2020) up to ten (10) business days (consecutive but for intervening weekend) of training to up to four (4) State designated personnel covering basic level 1 support issues relating to the maintenance of such initial Solution, and (b) up to three (3) business days (consecutive) of training for to up to four (4) State designated personnel on similar issues during each subsequent period. All such training shall occur at the Contractor designated Contractor location within Georgia, and State shall be responsible for all travel, living and other out-of-pocket expenses incurred by such State designated personnel to attend such training. State shall have the right, at its expense, to copy and distribute any and all training materials within State and its other State Entities, and to distribute such materials to train its personnel in the use of the Solution without additional charge by Contractor, provided all proprietary notices of Contractor are duplicated and no modifications to such materials are made without Contractor's prior written consent. Contractor represents that the Training Services described in the Training Plan attached to the Solution Order as Attachment 6 are designed to enable State personnel to productively use and operate the Solution. All Training Services shall be conducted by qualified instructors.

4.4 Other Services. In the event State wishes Contractor to provide software development or software customization, and/or consulting services, such Services shall be provided pursuant to written Services Orders detailing the Services to be performed. Each such Services Order shall have attached to and incorporated into it all delivery, Milestone Schedules, Specifications, Performance Levels (or other Service Level Agreements), disaster recovery plans or other mutually agreed project requirements or documents related to the Services to be provided (each a "**Services Order Attachment**"). All Services Orders and Services Order Attachments shall be mutually agreed by the parties and executed by their authorized representatives but shall take substantially the form contained in Exhibit C to this Agreement. All Services Orders require a validly issued State purchase order. Notwithstanding anything contained in this Agreement to the contrary, all Services ordered by a State Entity, and provided by Contractor, pursuant to a Services Order shall be included with the annual License Fee set forth on the Fee Schedule payable by the State Entities, except where such Services are required because of a Major Revision, in which case additional fees may be agreed upon by State and the Contractor in accordance with Section 2.3.2.

5. CHANGE CONTROL.

5.1 No Deviation. Contractor shall not deviate from the terms and conditions of a Solution Order or Services Order by substitution, deletion, or additions to the Solution, Services or other Deliverables without prior written approval or consent to waiver signed by a duly authorized representative of State or the applicable State Entity. Either party may request or recommend changes by following the change control procedures set forth in this Section 5.

5.2 Change Order. Either party may request or recommend changes to the Solution, Services or the scope or nature of Deliverables being developed, by having its Project Manager provide the other party with a written request or recommendation for changes in writing, signed by such requesting party (each a "**Change Request**"). The party receiving the Change Request shall provide a written response to the Change Request, signed by such receiving party, on the same form (a "**Change Response**") in the manner specified below. Each Change Request and associated Change Response (if any) expressly accepted by the non-requesting party as evidenced by its signature on the applicable Change Control Form shall be deemed a "**Change Order**," unless the non-requesting party has proposed changes to the original Change Request from the requesting party that require the non-requesting party's acceptance by execution of the revised Change Request, which, upon execution by the initially requesting party without change, shall be

deemed a "Change Order." Change Requests, Change Responses and all resulting Change Orders shall be in the form attached to this Agreement as Exhibit E (the "**Change Control Form**"). Any Change Request that is not responded to by the receiving party shall be deemed rejected. Any Change Request not responded to by the non-requesting party as provided below shall be deemed rejected.

5.3 Contractor Requested Change. If the Change Request is submitted by Contractor to State, the Change Request shall, to the extent known at the time of the request, indicate schedule changes and any other items Contractor believes the Change Request is likely to impact (each an "**Impact Analysis**"). If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined at the time of the request, Contractor shall so indicate on the applicable Change Control Form, including a detailed explanation of the basis of such inability of Contractor to so determine. State shall indicate its acceptance or rejection of the Change Request and/or provide a counter-proposal to the Impact Analysis stated thereon via a Change Response. In no event shall any Contractor-submitted Change Request include any additional charges or purport to increase any of the fees set forth on the Fee Schedule payable by a State Entity hereunder. A Contractor submitted Change Request shall not become a Change Order unless such Change Request (and its related Impact Analysis) are expressly accepted by State as evidenced by its signature on the applicable Change Control Form.

5.4 State Requested Change. If the Change Request is submitted by State to Contractor, then Contractor shall provide an initial response to the Change Request within three (3) business days of the receipt of the Change Request or such other time specified by State that is reasonable and appropriate to the scope of such requested change. Contractor shall provide in its initial Change Response a detailed Impact Analysis, or a date by which such detailed Impact Analysis will be provided in a later Change Response. If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined, at the time of the Change Response, Contractor shall so indicate in its Change Response, including a detailed explanation of the basis of such inability of Contractor to so determine. In no event shall any State-submitted Change Response become a Change Order unless such Change Response (and its related Impact Analysis) are expressly accepted by Contractor as evidenced by its signature on the applicable Change Control Form.

5.5 Limits on Discretion. Notwithstanding any contrary term in this Section, Contractor may not decline to accept any Change Request that: (a) State reasonably believes would reduce the cost of performance, provided that an equitable adjustment in compensation is made for the reasonable out-of-pocket costs of any performance or preparation already undertaken for the original, pre-change Solution, Services, or other Deliverables; or (b) increases Contractor's internal cost or magnitude of required performance, provided that the requested changes are reasonable in scope and the parties agree upon a commensurate increase in compensation to the extent otherwise permitted by this Agreement.

5.6 Status of Change Orders. Each Change Order shall become a part of the Solution Order or Services Order to which it relates as if initially entered into as part of that Services Order, and, together with such Solution Order or Services Order, shall be governed by this Agreement. The parties may mutually agree to supersede, modify, or amend these change control procedures in writing under a Solution Order or Services Order, provided they make express reference to this Section or portion thereof being superseded, modified or amended. If there are conflicts between (or ambiguities within) any Solution Order or Services Order and a subsequent Change Order proposing the delivery of specific Solution, Services, or other Deliverables, the Change Order shall control. If there are conflicts between Change Orders, the most recent Change Order shall control.

6. PERSONNEL.

6.1 Relationship Manager. Contractor shall appoint a qualified member of its staff to act as a dedicated manager of Contractor's relationship with State (the "**Contractor Relationship Manager**"), whose duties shall be to act as primary liaison between Contractor and State for all matters relating to Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, who shall have sufficient authority to grant or communicate the granting of all necessary approvals and who shall: (a) have overall managerial responsibility for the responsibilities of Contractor and all Contractor Solution

Partners under this Agreement; (b) have direct access to the key decision makers of Contractor and all Contractor Solution Partners; and (c) be able to call upon the experience, expertise and resources of Contractor and each Contractor Solution Partner as needed to properly, efficiently and timely perform their duties under this Agreement. The Contractor Relationship Manager shall be a resource in addition to any Project Manager or project management established under any Solution Order or Services Order. State may, at its option, designate one or more individuals who shall use reasonable efforts to facilitate Contractor in carrying out an efficient delivery of Services (**"State Relationship Managers"**). Both parties shall notify the other party of a change in the identity of their respective Relationship Managers.

6.2 Contractor Personnel. The individuals who perform Services, whether employees or independent contractors of Contractor (or of a Contractor Solution Partner) are hereinafter referred to as **"Contractor Personnel"** and at all times meet the requirements set forth below. If Services are to be performed outside of the United States all Contractor Personnel shall meet these requirements to the maximum extent applicable, and shall further meet, to the maximum extent applicable, equivalent requirements under local law. The Contractor Personnel assignment requirements are as follows:

(a) Unless specifically agreed otherwise by State in each instance, Contractor shall only assign as Contractor Personnel employees of Contractor and those limited non-employees of Contractor who qualify as "independent contractors" or "temp employees" by meeting the following respective criteria: (i) they are consultants who provide services to Contractor or its entities in the ordinary course of business under independent contractor relationships of a type commonly referred to in the United States as "1099" relationships, or (ii) they are individuals who provide services to Contractor or its entities on a leased employee or so-called staffed- or temp-employee basis pursuant to contracts between Contractor and the third-party staff augmentation companies or staffing companies, and (iii) they are, in all cases, subject, in their individual capacities. to written duties of confidentiality and obligations to protect State's Intellectual Property Rights that are at least as protective of State as those contained in this Agreement;

(b) Prior to assigning any individual to perform the Services in the United States (which may have been completed at the time of hire), Contractor shall perform a background check, such check shall include the (i) United States Department of Motor Vehicles; (ii) credit check; (iii) national criminal check; (iv) government excluded parties list; (v) the United States Department of Health excluded parties list; (vi) (vi) a determination that the individual's employment complies with relevant immigration law; and (vii) Contractor shall obtain finger prints for all Contractor Personnel reasonably expected to have access to Confidential Information of any State Entity in connection with such individuals performance of Services hereunder. All information obtained by Contractor pursuant to this Section shall remain in Contractor's possession and Contractor shall not be obligated to disclose such information to State; and

(c) Contractor shall not assign any person to perform Services who (i) refuses to submit to such checks; (ii) has in the last seven (7) years been convicted of a financial-related crime or a felony (excluding motor vehicle-related offenses); (iii) does not meet the requirements under immigration law to be employed. Contractor shall not be responsible for information not disclosed pursuant to the foregoing background check requirements.

6.3 State Review and Acceptance. If any Contractor Personnel performing Services is found to be unacceptable to State for cause, including demonstration that he or she is not qualified to perform the Services assigned, State shall notify Contractor of such fact and Contractor shall immediately remove said Contractor Personnel and, if requested by State, provide a qualified replacement. If any Contractor Personnel is found to be unacceptable to State for any other reason, State shall notify Contractor of such fact in writing, and Contractor shall promptly take reasonable and appropriate action.

6.4 Project Managers. Contractor shall designate a project manager (**"Project Manager"**) who shall be principally responsible for owning and ensuring timely delivery of the Solution or provision of the Services, as applicable.

6.5 Continuity. If Contractor reassigns any Contractor Personnel, Contractor shall promptly provide a qualified replacement acceptable to State, and State shall not be charged for any training or transition time

for such replacement. Without limiting the generality of the foregoing, because the progress of a project specified in a Solution Order or Services Order may be dependent on such continuity, certain individual Contractor Personnel may be identified in a Solution Order or Services Order as key personnel ("**Key Personnel**"). Except as directed by State under Section 6.3 or for the reasons provided in this Section 6.5, Contractor shall not remove or reassign any Key Personnel at any time for any reason during the term of such individual's obligations of performance of Services under the applicable Solution Order or Services Order without State's prior written consent, such consent not to be unreasonably withheld. Contractor shall have the right to re-assign any Key Personnel in case of: (a) death, (b) disability, (c) bona fide termination of employment, (d) changes in Applicable Law, (e) changes in immigration status not caused by the negligence of Contractor or the applicable individual and which could not have otherwise been reasonably foreseen, or (f) upon the occurrence of events having a significant personal impact on the affected Key Personnel (such as death of next of kin). Any re-assignment shall be so permitted only to the limited extent and for such limited duration as required to reasonably accommodate the circumstances of the adversely affected Contractor Personnel.

6.6 Resource Prioritization. If there is any conflict in the resource demands between State and the other State Entities (or among the other State Entities), Contractor shall escalate such conflict to the Contractor Relationship Manager and State Relationship Manager immediately upon becoming aware of its existence, and the respective Relationship Managers shall work with the applicable Project Managers to determine appropriate prioritization and allocation of Contractor Personnel.

6.7 Subcontractors; Ineligible Status. The unique abilities, knowledge, and skills of Contractor and Contractor Personnel constitute a material inducement for State entering into this Agreement. Contractor agrees that it shall not employ any agent or subcontractor in connection with the performance of any Services without the prior written consent of State, which consent may not be unreasonably withheld. If State does consent, Contractor shall provide State with written evidence (acceptable to State) of said agent's or subcontractor's compliance with the confidentiality and intellectual property provisions of this Agreement prior to the disclosure of any State Confidential Information to, or the performance by, any such agent or subcontractor in connection with or pursuant to this Agreement. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify State if Contractor is debarred by State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. Contractor's use of any subcontractors does not relieve Contractor of its representations, warranties or obligations under this Agreement. Without limiting the foregoing, Contractor will: (i) be responsible and liable for the acts and omissions of each of its subcontractors (including Contractor Personnel and Contractor Solution Partners) to the same extent as if such acts or omissions were by Contractor or its employees; and (ii) be responsible for all fees and expenses payable to, by or on behalf of each subcontractor in connection with this Agreement, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

6.8 Site Visits. Upon the giving of at least five (5) business days' notice to Contractor, State Entity personnel shall have the right to visit the offices of Contractor and/or the Contractor Solution Partners in order to observe the performance of any Services at the sole cost of the applicable State Entity. The State Entities shall cooperate with Contractor to ensure that such site visits do not unreasonably interfere with Contractor's normal business operations.

6.9 Timely and Quality Performance. The Contractor Personnel shall perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable Solution Order or Services Order, if any. At all times during the Term Contractor shall retain sufficient number of Contractor Personnel, with the required skills, to meet the ongoing needs of State and ensure that Contractor achieves the timely implementation of the Solution, including the Guaranteed Functionality and Guaranteed Performance. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and Deliverables, and the required periodic reporting of the status of all Services and Deliverables to State. In response to any feedback or

performance assessment provided by State to Contractor Personnel, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response including a formal mitigation action plan within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

7. COMPLIANCE.

7.1 State Policies and Directives. Contractor shall ensure that all Contractor Personnel, while at a State Site, will abide by all reasonable policies and directives issued by State, including those relating to its Code of Business Conduct, all on-site rules of behavior, work schedules, security procedures, and other standards and procedures as may be established by State from time to time, provided such policies or directives are published (or otherwise made know) to Contractor prior to such visit and are limited to administrative and security-based issues. Accordingly, Contractor hereby agrees that prior to sending any Contractor Personnel to work at any State facility, Contractor will provide such Contractor Personnel with a copy of all written State policies and procedures provided by State to Contractor and will have Contractor Personnel review and acknowledge same. In addition, Contractor will cause all Contractor Personnel to comply, when at a State Site, with such standard safety policies applicable to such site and such additional policies as State may, from time to time, communicate to Contractor or Contractor Personnel.

7.2 Cyber Security Audits and Reporting.

7.2.1 Contractor has an established information security program containing appropriate administrative, technical and physical measures to prevent data (including Regulated Information (as defined in Section 11.5 below) that Contractor may have access to or be processed by the Solution) against accidental, unauthorized, or unlawful loss, destruction, alteration, disclosure or access consistent with applicable laws. Contractor, on at least an annual basis, shall, at Contractor's expense, participate in a risk assessment relating to Contractor's controls that ensure data security and reduce cybersecurity threats from being realized conducted by an independent third-party agreed upon by State. During the Term Contractor will promptly provide to State a summary of each such assessment that is performed by or on behalf of Contractor, which summary may be redacted to exclude information unrelated to the Solution or Services provided under this Agreement. More specifically, Contractor or its auditor will provide to State at least one (1) hard copy and one (1) electronic copy of the summary from each such assessment at no charge. Contractor, at its own expense, will undertake such actions, and implement such changes, as reasonably necessary to remedy any material deficiencies, concerns or recommendations identified through any audits, examinations, or tests described in this Section 7.2.1 and ensure Contractor's continued compliance with Contractor's obligations as relate data security under this Agreement.

7.2.2 Contractor further agrees that it shall:

(a) Provide the State Entity with the name and contact information for the Contractor's primary information security contact.

(b) Notify the State Entity's primary security contact of an actual or security breach or the suspicion of the occurrence of a security breach (hereinafter a "**Breach Incident**") as soon as practical but no later than forty-eight hours after Contractor becomes aware of a Breach Incident by contacting the primary business and security contact at the State Entity by both telephone and email as agreed upon.

(c) Upon the State Entity's written request and no less than 10 business days following such written request, Contractor shall permit State Entity's information security office to conduct or oversee an audit of the Contractors facilities and/or practices to confirm compliance with this Agreement as well as any applicable laws. Contractor is not required to permit the State Entity to conduct or oversee more than one audit per calendar year unless the process, technology, or services change prior to the next audit or there has been a Breach Incident. All costs associated with such audits shall be the responsibility of the State Entity.

(d) At any time during the term of this Agreement at the State Entity's written request, or upon termination of the expiration of this Agreement for any reason, Contractor shall instruct all authorized persons to promptly and securely return or destroy any and all State Entity data, whether in written, electronic, or other form of media.

7.3 Applicable Law – Contractor. Contractor shall obey and abide by all Applicable Laws, regulations, ordinances and other rules of the United States of America, and any other jurisdiction where Services are, or may likely be, performed in connection with this Agreement (including respective states, territories or subdivisions thereof or any other duly constituted public authority in any such jurisdiction). Without limiting the generality of the foregoing:

7.3.1 Contractor will ensure that no labor will be used in the performance of this Agreement that violates the child labor laws of any country in which State or any State Entity is located or any country in which Contractor is located or performs Services hereunder. If State believes that Contractor is using such labor, then State may immediately terminate this Agreement in which event State shall have no liability whatsoever to pay compensation to Contractor, including for Services already performed.

7.3.2 Contractor represents and warrants that: (i) Contractor, Contractor Affiliates, and any and all of their respective parents, subsidiaries, officers, directors, employees (including all Contractor Personnel), and all of their agents and business partners (collectively, "**Contractor Parties**") are in compliance with, in good standing under, and have not violated, any United States laws or the laws of any other country or countries relating to the transfer of technology, including the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the United States Department of the Treasury or other similar laws or any foreign country (collectively, the "**Transfer Control Laws**"); (ii) Contractor Parties are not, and never have been, named as a "debarred" party, "denied person or entity", "embargoed entity" or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iii) Contractor will immediately notify State in the event that any of the Contractor Parties are named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iv) Contractor Parties will comply with all applicable Transfer Control Laws.

7.3.3 Contractor acknowledges and understands that improper use of material non-public information may be a violation of the law, including the laws concerning insider trading, and may subject it and its employees to prosecution, civil liability, fines and criminal penalties, and, where applicable, may also be grounds for termination of this Agreement.

7.3.4 The Contractor Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

7.3.5 Certain equipment, software, and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including: (i) local license or permit requirements, (ii) export, import, and customs laws and regulations, which may apply to certain equipment, software, and technical data provided hereunder; and (iii) all applicable foreign corrupt practices acts.

7.3.6 The Contractor Parties shall comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. The Contractor Parties shall also comply with all policies and standards of the State Entities in effect during the performance of this Agreement, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Agreement.

7.3.7 Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain, all approvals, permissions, permits, licenses, and other documentation required to comply with all Applicable Laws, rules, or regulations. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the State Entity as a material breach of this Agreement by the Contractor.

7.3.8 Contractor hereby certifies as follows:

(a) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

(b) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq. throughout the duration of this Agreement.

(c) Contractor will secure from any subcontractor hired to work on any job assigned under this Agreement the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

7.3.9 Contractor may be suspended, terminated, or debarred if it is determined that any of Contractor's certifications in Section 7.3.8 is false or Contractor has violated any such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

7.4 Permits and Licenses. Contractor acknowledges and agrees that it is solely responsible for procuring and maintaining all necessary permits and licenses required in connection with Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, including obtaining all necessary shipping and/or delivery permits and processing and procuring all necessary visas and passport documents for all Contractor Personnel in advance of their assignment in connection with Services. Contractor will obtain, at Contractor's sole cost and expense, all such permits, licenses and visas in a timely manner to avoid any unnecessary delay.

8. PERFORMANCE STANDARDS, MONITORING AND MEASUREMENT.

8.1 Performance Levels. Contractor shall provide the Solution and perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable project documentation, Solutions Order, or Services Order as applicable. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and all applications and Deliverables, and the required periodic reporting of the status of all Services and such applications and Deliverables to State. In fulfilling its obligations under this Agreement, Contractor shall perform, and shall cause each Contractor Solution Partner to perform, all Services and all Deliverables to perform, in accordance with the response, resolution, and other support standards and timelines and such other systems availability and processing requirements as are set forth in the applicable Services Order (the "**Performance Levels**"). If State management, including the State Relationship Manager or Project Manager, provides feedback or performance assessments that identify areas requiring Contractor improvements, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response, including a formal mitigation action plan, within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

8.2 Non-Conformance.

8.2.1 Generally. If Contractor or any Contractor Solution Partner fails to meet any Performance Level or fails to perform its other obligations hereunder, Contractor shall immediately: (a) investigate and report to State on the causes of the failure; (b) prepare an action plan for State's approval to correct the failure; (c) advise State, as and to the extent requested by State, of the status of remedial efforts being undertaken with respect to such failure; (d) correct the failure and begin meeting the Performance Levels; and (e) take appropriate preventive measures so that the failure does not recur. In addition, failures to meet a Performance Level shall entitle State to receive liquidated damages and/or credits (as applicable) from Contractor, as provided in the applicable Services Order.

8.2.2 Reserved.

8.3 Measurement Tools. Contractor shall utilize, and shall cause the Contractor Solution Partners to utilize, the necessary measurement and monitoring tools and procedures required to measure and report its performance against all Performance Levels. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the Performance Levels. Contractor shall provide State with information and access to such tools and procedures, upon request, for purposes of verification. State also shall monitor and measure certain Performance Levels, and any discrepancy between Contractor and State measurements of the Performance Levels shall be resolved by reference to State's measurement and monitoring tools and procedures.

8.4 Proactive Monitoring. Contractor acknowledges and agrees that the performance of Services in accordance with this Agreement is critical to State's business and that State requires metrics to monitor such performance. Accordingly, at no cost to State, Contractor shall, and, if requested by State shall cause each Contractor Solution Partner to: (a) provide to State, on a quarterly basis, data (or metrics) regarding its progress in improving the quality and productivity of Contractor Personnel providing services pursuant to or in connection with this Agreement, including data on the number of Contractor Personnel, average experience, and turnover (on a project basis); (b) provide to State, on a quarterly basis, data on each project covering such matters as productivity, quality and timeliness, new development productivity measures (function points per person/day, error rates per function point, etc.) and maintenance project measures (requests serviced weekly etc.); and (c) provide to State a log reflecting State open issues that is to be updated on a monthly basis. In addition to the periodic delivery described above, Contractor agrees to provide State with the foregoing information within fifteen (15) days of a request made by State for the same.

8.5 Coding Standards. If Contractor or a Contractor Solution Partner will be performing development, programming or other coding services under a Services Order and the Deliverables thereunder will be owned exclusively by State (pursuant to Section 12 below), Contractor or the applicable Contractor Solution Partner shall, with respect to such Services Order, be responsible for such specific coding and naming standards and conventions as may be provided by State in connection with certain of its and/or its third-party licensors' requirements, as well as such quality performance and productivity provisions and documentation requirements, if any, set forth in the applicable Services Order. Contractor shall, in addition, be responsible for imposing the applicable quality assurance requirements on Contractor Personnel. State shall have the right to conduct quality audits and to perform or witness inspections or tests of the Deliverables furnished hereunder at Contractor's facility, at sole cost of State, at any time during development and prior to delivery. Notwithstanding anything contained in this Agreement to the contrary, State for itself, and on behalf of the other State Entities, acknowledges and agrees that the Solution shall not constitute "works made for hire", and shall remain the exclusive property of Contractor.

8.6 Quality Assurance. State may, at its option, employ consultants, including quality assurance consultants, for periodic review of any work or project, including evaluation of Change Orders and monitoring of compliance with Service Level Agreements and Performance Levels. References to State in this Agreement shall include such consultant to the extent State so indicates for that purpose. If so requested by State, State shall have the right to receive and review quality assurance reports produced by Contractor. Contractor shall accommodate reasonable State requests to expand or modify Contractor's quality assurance procedures for Projects in progress.

8.7 Material Defects. Contractor shall give State prompt notice if Contractor becomes aware of a material defect in any Deliverables or the performance of any Services or any issue that may affect Contractor's ability to implement the Solution, including all Guaranteed Functionality and Guaranteed Performance, in accordance with the timeline required by this Agreement.

9. DELIVERY AND ACCEPTANCE.

Each delivery and implementation of the Solution and Services or any additional applications at a State Site shall be subject to acceptance by State in accordance with acceptance testing procedures, as provided in the Solutions Order. An "**Acceptance Testing Plan**" for the Solution and Services shall be prepared by Contractor and submitted to State prior to execution of this Agreement, which agreement, as approved by State shall be incorporated into this Agreement. The Acceptance Testing Plan shall be based on full implementation of the Solution and Services and shall include testing procedures sufficient to demonstrate that (a) all functionality has been provided and performs in the applicable State Entity's environment, in all material respects, in accordance with the Guaranteed Functionality; (b) the applications and deliverables meet the warranty requirements specified in this Agreement and the applicable Solution Order; (c) the applications and Deliverables will perform at acceptable levels required to support State's implementation of the SVS and the operation of general and primary elections using such SVS; and (d) the applications and Deliverables will successfully complete an "election voting and processing" simulation. Testing procedures will include testing before, at, and after "go-live" as appropriate before the Solution "goes-live", but the testing will continue after "go-live" as appropriate to verify that the applications and services meet applicable requirements in a full production mode. State representatives will have the right to be present during the Acceptance Test and review all test results. When the applications and Deliverables meet the requirements of the Acceptance Test, State will provide a written sign-off that Acceptance has occurred. If the applications and Deliverables fail to meet all material requirements of the Acceptance Test, Contractor will, at its sole expense, correct the deficiencies and the Acceptance Test will then be repeated. Acceptance will not relieve Contractor of responsibility for its warranties, support and maintenance obligations, or achieving the Performance Levels.

10. CHARGES, PAYMENT, AND TAXES.

10.1 Payments. As further provided in Contractor's fee proposal delivered by Contractor, accepted by State prior to execution of this Agreement, and attached hereto as Exhibit G (the "**Fee Schedule**"), and subject to the other terms and conditions of this Agreement, in consideration of Contractor's agreement to provide the Solution to State, deliver necessary documentation, train State Personnel, and render related services in accordance with this Agreement, Contractor shall be entitled to be paid as follows (each a "**Milestone Payment**" unless otherwise noted):

10.1.1 $44,967,752.40 on the Effective Date, inclusive of initial implementation/training and initial Equipment costs.

10.1.2 $1,500,000.00 for training and implementation upon Certification of the November 2019 Election.

10.1.3 $4,386,020.40 for remaining costs for training and implementation upon Certification of the March 2020 Presidential Preference Primary Election.

10.1.4 $1,500,000.00 for final training and implementation and hold back upon Certification of the November 2020 Election.

10.1.5 $834,673.35 upon Final Acceptance of election management system hardware and software to the State.

10.1.6 $816,768.00 upon Final Acceptance of ImageCast Precinct scanners (without ballot box) and ImageCast Central scanners hardware and software for absentee/mail ballot voting.

10.1.7 The following items will be invoiced on a monthly basis upon unit Final Acceptance by the State:

(a) Electronic Pollbook hardware and software at a $708.93/unit for a total cost of $5,671,440.00.

(b) ImageCast Precinct scanners hardware and software at $2,330.36/unit for a total cost of $8,156,260.00.

(c) ImageCast X BMD hardware and software at the remaining unit cost* of $753.53 for a total cost of $22,102,676.50.

* Remaining Cost reflects an overall reduction resulting from the initial milestone payment equaling $44,967,752.40 for initial implementation and ImageCast X BMD costs.

10.1.8 Equipment Charges. The price for the Equipment ordered by a State Entity, as contemplated by the Fee Schedule, shall be set out in each applicable Solution Order (the "**Equipment Charges**"). Contractor shall deliver an invoice for the relevant Equipment Charges to the applicable State Entity in accordance with the following: (a) fifty percent (50%) of the Equipment Charges following State's completion of initial Acceptance Testing and (b) the remaining fifty percent (50%) of the Equipment charged upon the applicable State Entity's confirmation that testing of the same has been satisfactorily completed at the State Site at which such Solution is to be implemented and administered as designated by the applicable State Entity. Notwithstanding anything contained herein to the contrary the parties acknowledge and agree (i) that purchases of new models of Equipment released by Contractor shall be made available to the State Entities at the same price as the Equipment purchased as part of the Solution Order dated as of even date herewith, provided, if the State Entities shall not be obligated to upgrade to such new models and if any State Entities do not elect to purchase such new models, Contractor shall continue to support the version of the Equipment then in use by the State Entities, including ensuring that such Equipment is supported by the Software.

10.1.9 T&M Rates. Except as otherwise set forth in the Fee Schedule, this Agreement does not contemplate, and Contractor shall not be entitled to, payment for any of its work, overhead, or expenses on a time and materials basis.

10.2 Events Affecting Critical Milestones - Liquidated Damages. By entering into this Agreement, Contractor acknowledges and agrees that in the event that State determines in good faith that Contractor has not meet a Critical Milestone by the applicable Milestone Deadline, the State will suffer actual damages that will be impractical or extremely difficult to determine and the State shall be entitled to recover agreed upon liquidated damages in an amount equal to $1,000 for each calendar day after the applicable Milestone Deadline until the Critical Milestone in question has been satisfactorily completed by Contractor. Contractor further acknowledges and agrees that the amounts to which State may become entitled under this Section 10.1 are not penalties but a fair and reasonable estimate of the anticipated harm that may be caused to the State Entities by delays that result in Contractor failing to meet the Milestone Deadlines for Critical Milestones provided that such liquidated damages be deemed to be constitute State's sole remedy, exclusive or otherwise, for any damages caused by such a failure and shall be in addition to any other monetary and non-monetary remedies available to State under this Agreement, at law or in equity. Notwithstanding anything contained in this Agreement to the contrary, in the event that the State becomes entitled to any amount under this Section 10.1, State may, in its sole discretion, set off the sum owed it against any sum owed to Contractor under this Agreement or any other contract between the State and Contractor.

10.3 Invoices. Contractor shall submit invoices to the applicable State Entity (a) thirty (30) days prior to the anticipated completion of the applicable Installation Event to which a Milestone Payment relates; and (b) with respect to Equipment Charges, in accordance with Section 10.1.8. The applicable State Entity shall pay all undisputed correct invoices, which are timely submitted to it, within thirty (30) days of receipt.

10.4 Disputed Charges. In the event State reasonably believes that any invoice submitted by Contractor contains any discrepancies or errors, State shall notify Contractor of such discrepancy(ies) or error(s). The parties agree to cooperate in good faith to resolve any dispute in a timely manner. Upon receipt of State's notification of dispute, Contractor will investigate such dispute and will either (a) correct such invoice if a correction is so required and provide a corrected invoice or other such notice in writing, or (b) if no correction is required, send State written notice that Contractor has investigated such dispute and that Contractor considers the amounts due and payable and no longer in dispute. State shall not be required to make payment on any disputed portion of an invoice until such time as the dispute has been finally resolved by the parties. For the avoidance of doubt, a dispute regarding an invoice and State withholding payment of disputed charges as permitted under this Agreement will not permit Contractor to suspend or cease performance of the Services and Contractor shall continue to provide such Services.

10.5 Currency; Settlement Method. State shall settle payments with Contractor by wire transfer or such other payment method as mutually agreed by the parties.

10.6 State Status as Most Favored Customer. During the Term, Contractor shall offer to State and the other State Entities the Solution and any other Services which Contractor offers on a general basis to its other customers, at prices at least as favorable as Contractor offers or provides to any Person that orders similar products and quantities as ordered by State pursuant to Solution Order No. 1. In comparing the prices offered by Contractor to other customers with the prices offered to State under this Agreement the fees paid by State hereunder for the applicable Solution shall be reduced by an appropriate amount to compensate for any installation, training, migration and other services provided by Contractor hereunder at no charge and to account for any credits provided by Contractor to State hereunder. The Contractor shall give prompt written notice to the State of each such instance in which more favorable fees as described above are extended to another State. On each anniversary of the Effective Date and at such other time as the State may request (based on the State's reasonable belief that the Contractor has an obligation under this Section), the Contractor shall deliver to the State a certificate duly executed by an appropriate executive of the Contractor, certifying that, as of the date of such certificate, and at all times since the date of the last certification pursuant to this Section (or since the Effective Date if there has been no prior certification), stating that the Contractor is and has been in compliance with this Section. If the Parties are unable to agree as to the Contractor's compliance with the requirements of this Section or, as to the appropriate means to effectuate this Section, then such issue shall be determined pursuant to Section 17.5.

10.7 No Other Charges; Expenses. Contractor acknowledges and agrees that the charges and fees described in this Section 10 shall be "all-inclusive" and represent the total cost for the Solution including all costs associated with all goods, software, and services to be provided Contractor pursuant to this Agreement, including (i) the SVS components described on each Solution Order, (ii) all Equipment described in the applicable Solution Order, (iii) the Training Services described in such Solution Order, and (iv) the Extended Warranty and all maintenance, support, and remedial action thereunder required to ensure the Solution and all components thereof are available to the ordering State Entity and function in accordance with the requirements of this Agreement. In no event shall State be liable for any amounts not described in this Section 10 or any other charges, fees, expenses, or costs incurred by Contractor, which Contractor failed to consider in its eRFP Response. Accordingly, no such expenses of any Contractor Party will be separately reimbursable by any State Entity.

10.8 Taxes.

10.8.1 State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. State is exempt from state and local sales and use taxes on the Services. Tax exemption certificates will be furnished upon request. Contractor or an authorized subcontractor has provided State with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services required in this Agreement, which verification is incorporated herein by reference.

10.8.2 By executing this Agreement the Contractor certifies it is either (a) registered with State Department of Revenue and collects and remits State sales and use taxes as required by Georgia law,

including Chapter 8 of Title 48 of the O.C.G.A. or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that State may declare this Agreement void if the above certification is false. The Contractor also understands that fraudulent certification may result in State or its representative filing for damages for breach of contract.

10.9 Books and Records.

10.9.1 GAAP Standards; Record Retention. Contractor shall maintain books and records in accordance with Generally Accepted Accounting Principles to substantiate Contractor's prices and other charges billed to State under this Agreement and each Solution Order and Services Order. Contractor will maintain such books and records for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

10.9.2 Information Regarding Billing Questions. Contractor shall answer billing questions and provide State with such documentation as State may request pertaining to billing. Once per year and at the sole cost of State, Contractor shall provide State and State's representatives with reasonable accept access to such books and records for purposes of auditing the fees under this Agreement and/or any Schedule or Services Order.

10.10 Audit. The Contractor shall permit the Auditor of State of Georgia or any authorized representative of State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to audit Contractor to achieve one or more of the following additional objectives: (a) verify the security and integrity of State's and each other State Entity's data and examine the systems that process, store, support, and transmit that data or (b) examine Contractor's performance of, and conformance to the terms of, this Agreement, including, to the extent applicable to the applications and services provided by Contractor and to the charges therefor, performing audits of (i) Contractor's practices and procedures, including its conformance with State policies with which it is obligated to comply under this Agreement and otherwise as reasonably necessary to enable State to confirm that Contractor is meeting applicable regulatory and other legal requirements for which it is obligated to comply under this Agreement; (ii) supporting information and calculations regarding compliance with Performance Levels, security standards for which Contractor is responsible hereunder or other required standards or levels of performance; and (iii) Contractor's disaster recovery and back-up procedures. State agrees to the following conditions in connection with such audits: (i) State will not unreasonably interfere with Contractor's normal business operations, (ii) Contractor is not entitled to review or see and other Confidential Information of other Contractor States except in an anonymized or redacted format, (iii) all information disclosed during such site visit shall be considered Contractor's Confidential Information (unless the information Contractor possesses is already Confidential Information of State or State Data), and (iv) State will comply with Contractor's reasonable security policies and procedures delivered in writing to State in advance of the applicable audit. If as a result of any such audit State determines that Contractor has overcharged State, State will notify Contractor of the amount of such overcharge and provide Contractor with a report setting forth the determination of such overcharge. Upon such notice, Contractor shall promptly pay to State the amount of such overcharge, together with interest thereon at the Interest Rate calculated from the date of such overcharge until the date Contractor reimburses State. In addition, if such audit reveals an overcharge to State in any fee, cost, or charge billed by Contractor, Contractor shall reimburse State for the actual costs of such audit. In the case of a performance-related audit, Contractor and State shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report. State and Contractor agree to develop operating procedures for the sharing of audit and regulatory findings and reports related to Contractor's operating practices and procedures produced by auditors or regulators of either party. Evidence of criminal conduct uncovered by State during an audit will be turned over to the proper authorities.

10.11 Delay of Payment Due to Contractor's Failure. If the State Entity in good faith determines that the Contractor has failed to perform or deliver any component of the Solution for which the State Entity is charged as required by the Agreement, the Contractor shall not be entitled to the compensation under this

Agreement corresponding to such components until such components are delivered and/or conform to the requirements of this Agreement. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. State's right to deduct such incurred costs shall not in any way affect State's right to terminate this Agreement or any Solution Order or Services Order.

10.12 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State Entity and/or the State any sum under the terms of this Agreement, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed to the State Entity and/or the State against any sum owed by the State Entity and/or the State to the Contractor in the State Entity's sole discretion.

11. CONFIDENTIALITY, PRIVACY, AND DATA SECURITY.

11.1 Disclosure of Confidential Information. Contractor and State acknowledge that, in the course of performance under this Agreement, one party (the "**Disclosing Party**") may intentionally or inadvertently disclose, deliver, or permit access by the other party (the "**Receiving Party**") to information, data, or materials which are, to the Disclosing Party, secret, proprietary, and/or confidential, including as may be so designated by statute, regulation, or common law, including, among others, by the form of the Uniform Trade Secrets Act adopted under Applicable Law (if any) and various applicable privacy laws. All of the foregoing information, data, and materials are referred to collectively in this Agreement as the "**Confidential Information**" as that term is further defined and described in Section 11.2.

11.2 Confidential Information. Without in any way limiting the generality of the definition of Confidential Information contained in Section 11.1, the term Confidential Information shall also expressly include all data, information, materials, and subject matter, works of authorship, methods, processes, techniques, systems, and know-how containing, recording, expressing, or embodying the Disclosing Party's (a) products, both existing and under development during the Term, and all related documentation algorithms, source code, object code, workflows, models, formulae, structures, schematics, designs, drawings, specifications, and flow charts containing, comprised by or embodied in such products and (b) current or prospective businesses, business plans, states, finances, contracts, contractual arrangements, employees, contractors, partners, investors and suppliers. All of the foregoing shall be Confidential Information hereunder irrespective of its field of use and whether it is (i) owned by the Disclosing Party, leased or licensed from third parties or held for the benefit of or in connection with its clients, states, business partners, or investors; (ii) intangible or tangible, but if tangible, regardless of form, medium or physical format including paper documents or graphic or machine readable media; and (iii) actually disclosed to a party, but if actually disclosed, whether in whole or in part or orally or in writing. Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledges and agree that where Contractor is the Disclosing Party, "Confidential Information" shall include only such information that Contractor has marked as "confidential", "proprietary", "trade secret", or otherwise redacted in accordance with eRFP Section 2.1.12.2.1 et seq. the terms of which are incorporated herein by reference, provided, however State reserves the right to determine if such information has been properly designated as such and whether it may or may not be disclosed by State.

11.3 Non-Disclosure and Non-Use. Except as otherwise permitted by eRFP, the Receiving Party shall hold all Confidential Information actually received in strictest confidence and shall not disclose or provide the Confidential Information to any individual or entity without the express written consent of the Disclosing Party in each instance, except to the Authorized Recipients. In all events the Receiving Party shall handle, store, and maintain all Confidential Information actually received with a degree of care that is reasonable for the circumstances of disclosure and the nature of each component of Confidential Information. The Receiving Party shall not make any use of the Confidential Information whatsoever except such limited uses as are required under the Agreement. To the limited extent reasonably necessary for such permitted purposes, the foregoing right of use shall include the right to make a reasonable number of copies of the Confidential Information each of which shall be subject to Section 11.8. The use rights hereunder do not permit, and the Receiving Party is expressly prohibited from (a) performing any benchmarking or other comparative or competitive analysis of any Confidential Information for any purpose other than as required

under this Agreement and (b) using, distributing, delivering, or disclosing the Confidential Information or any portion to any Person in violation of U.S. export regulations.

11.4 Confidentiality Exclusions. The Receiving Party shall have no obligation under Section 11.3 with respect to any Confidential Information which the Receiving Party can demonstrate by reasonable written evidence contemporaneous with the event of the exclusion sought to be used hereunder: (a) was already known to it at the time of its receipt hereunder; (b) is or becomes generally available to the public other than by means of breach of this Agreement; (c) is independently obtained from a third party (other than any Authorized Recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality; or (d) is independently developed by or on behalf of the Receiving Party without use of, reference to, or reliance on any Confidential Information. Furthermore State, as Receiving Party shall have no obligation under Section 11.3 with respect to any information that State determines is required to be disclosed by Applicable Law including the provisions of the Georgia Procurement Manual, State Purchasing Act, or Georgia Open Records Act as provided in O.C.G.A. Section 50-18-70 et seq. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, provided that the Receiving Party has given notice of such compelled disclosure to the Disclosing Party and has given the Disclosing Party a reasonable opportunity to object to such disclosure and has provided reasonable assistance, at the cost of the Disclosing Party, in obtaining and enforcing a protective order or other appropriate means of safeguarding any Confidential Information so required to be disclosed.

11.5 Privacy Regulations and Guidelines. This Agreement, the Solutions Orders, Services Orders, and the parties hereunder, may be governed by one or more privacy laws, regulations or guidelines including O.C.G.A. 21-2-379.24(g) and such others as may be designated by State from time to time (collectively, the "**Privacy Regulations**"). If so governed, then to the extent not captured already by the definition of Confidential Information hereunder, or required already by the Receiving Party's obligations under Section 11.3: (a) the term "Confidential Information" shall further include all Nonpublic Personal Information, Personal Information, material nonpublic information and Personal Data as each of those terms is defined in or by application of each respective Privacy Regulation (collectively, the "**Regulated Information**"); and (b) the Receiving Party shall comply with all requirements of the Privacy Regulations reasonably known to be applicable to the Regulated Information portions of the Confidential Information actually received by the Receiving Party including all reporting, audit, access, third-party disclosure and onward transfer obligations and restrictions therefor, if any are so applicable. If a Privacy Regulation applicable to the Receiving Party under this Agreement is amended, and/or if any other state or federal law, regulation or treaty is effected such that a more restrictive standard of confidentiality or obligation of privacy or security is imposed with respect to an applicable component of the Regulated Information portions of the Confidential Information, then such more restrictive standard shall prevail over the provisions of this Agreement with respect to those portions. By signing below the Receiving Party acknowledges that the Privacy Regulations may prohibit or render ineffective some or all of the exclusions otherwise available under Section 11.3. Notwithstanding anything to the contrary contained in this Agreement, Contractor agrees (i) it shall maintain, and shall require all Authorized Recipients to maintain, effective information security measures to protect Regulated Information from unauthorized disclosure or use, and (ii) it shall provide with information regarding such security measures upon the reasonable request of State and promptly provide State with information regarding any failure of such security measures or any security breach related to Regulated Information.

11.6 No Transfer of Rights. Nothing in this Agreement is, nor shall be deemed to be, any transfer, conveyance, assignment or waiver (by express license, implied license or otherwise) by the Disclosing Party of any Intellectual Property Rights it has or claims to have in the Confidential Information.

11.7 Data and Network Security.

11.7.1 Contractor is responsible for providing network security and security for such of its facilities where its servers or other network equipment are located. Contractor shall also comply with its own then-current security policies and procedures, and its security policies and procedures shall comply with laws and regulations applicable to Contractor.

11.7.2 If, during the course of this Agreement, Contractor is creating, hosting, maintaining, processing or transmitting any State Confidential Information on or through any Contractor computer networks, data centers, labs, supporting environments, Web servers or other information technology resources (collectively "**Contractor Computer Systems**"), or is otherwise using any Contractor Computer Systems in connection with this Agreement, then with respect to all such Contractor Computer Systems, Contractor will, in accordance with industry best practices or higher standards that are in all cases no less than reasonable:

(a) Limit physical and electronic access to Contractor's employees and essential third-party contractors, on a need-to-access basis, who have signed a written agreement that is at least as protective of the confidentiality and security of State Confidential Information as those provided in this Agreement;

(b) Implement and maintain technical access controls that, at a minimum, require unique identification and authentication of all users, restrict access to all data, software, or other file-system objects exclusively to those users who need such access to perform their job responsibilities, and limit administrator-level control to only authorized IT personnel;

(c) Implement and maintain transmission controls that, at a minimum, allow only the data protocols required for the function and management of each solution to be used or transmitted and insure the confidentiality, availability, and integrity of all transmissions;

(d) Implement and maintain firewall technology and intrusion detection software configured to minimize or eliminate hacking and other threats;

(e) Implement and maintain protection against viruses, worms, Trojan horses, spyware, and other malicious code;

(f) Perform routine reviews of logs files and system records for suspicious activity;

(g) Perform regular reviews of relevant security notifications and alerts (e.g., notifications of bugs, attacks, and patches), and apply such patches and fixes as appropriate;

(h) Implement and maintain disaster recovery, backup, and other contingency plans; and

(i) Conduct regular security audits, reviews, and tests and systematically retain log files, system records, test plans, and other security documentation.

11.7.3 Contractor shall notify State immediately upon discovery or notification of any actual, potential or threatened Security Breach. Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) any further Security Breach and carry out any recovery necessary to remedy any impact of such Security Breach. Contractor's actions will include at a minimum:

(a) Confirming the attack;

(b) Denying access from the source of the attack;

(c) Investigating and evaluating the extent of the damage, if any;

(d) Backing-up the affected systems and those suspected to be affected;

(e) Strengthening defenses everywhere, not just the suspected path that the attacker used, if possible;

(f) Contacting Contractor's internet service provider and, subject to State's prior written approval, any law enforcement agency to work with Contractor's security team; and

(g) Producing an incident report within twenty-four (24) hours detailing Contractor's findings and distributing the report to State.

11.8 Disaster Recovery – Requirements and Audit Procedure. Contractor shall provide a disaster recovery plan and data backup procedures (the "**Disaster Recovery Plan**") attached hereto as Exhibit J.

11.9 Loss of Information; Equitable Relief. The remedy at law for any breach or threatened breach of this Section 11 shall be inadequate, and in addition to any other remedy available at law, in equity, or under this Agreement, the non-breaching party shall be entitled to seek to obtain injunctive relief without proof of irreparable injury and without posting bond. If there is any unauthorized disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly: (a) notify the Disclosing Party upon becoming aware thereof; (b) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the disclosure, losses or violation; and (c) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

11.10 Compliance by Contractor Solution Partners. Without limiting Contractor's obligations above, Contractor shall cause each Contractor Solution Partner to comply with the provisions of this Section 11 to the same extent that Contractor is required to comply with such provisions.

12. OWNERSHIP OF CONTRACTOR PRODUCTS; STATE DATA; THIRD-PARTY PRODUCTS.

12.1 Ownership of Contractor Products. State acknowledges that the Software, the Contractor data bases which are part of the Services, and all copyrights, patents, trade secrets, and other intellectual and proprietary rights therein and thereto (collectively the "**Contractor Products**") are and shall remain the exclusive and confidential property of Contractor or the third parties for whom Contractor is acting as agent or from whom Contractor has obtained the right to use the Contractor Products. For this purpose, the Contractor Products do not include the State Data, including any extract, database, output, reports or derivative works that include or are based on the State Data, or any business or transaction information produced by or for State using the Services or Software (the "**Output**").

12.2 State's Rights in Output. State may use the Output in conjunction with any services, software or equipment that State or State may choose. State or any contractor chosen by State may copy, use, and modify such data as Contractor provides State and the Output for purposes of meeting its internal business requirements. State may make an appropriate number of copies of the Contractor Products provided to State at its premises for back-up purposes only.

12.3 Confidentiality of State Data; File Security. Contractor acknowledges and agrees that any file or other information provided by any State Entity to Contractor, including any extract, database, output, reports or derivative works that include or are based on the State data, or any business or transaction information produced by or for a State Entity using the Services or Software (collectively the "**State Data**") shall be and remain the exclusive and confidential property of State. Except to the limited extent set forth in Section 12.4 below, Contractor shall treat as confidential and will not disclose or otherwise make available any State Data to any person other than employees of Contractor with a need-to-know. Contractor will instruct its employees who have access to the State Data to keep the same confidential by using the same care and discretion that Contractor uses with respect to its own confidential property and trade secrets. Contractor will provide reasonable security provisions to ensure that access to the State Data is available only to State. Contractor will hold and process the State Data of State and State's other vendors in systems that are physically and logically separated from other data of other States.

12.4 Contractor Use of State Data. Notwithstanding the foregoing, but subject to State's consent on a case-by-case basis, State will consider Contractor's request that Contractor be given the right to use such

State Data as it ordinarily receives, and to distribute such State Data to third parties, in an anonymized and cleansed statistical and/or compilation forms in connection with other Contractor services. If so approved by State in writing on a case-by-case basis, State acknowledges that such statistics and/or compilations (which are not identifiable to State or State's location and do not include information otherwise subject to privacy or confidentiality requirements) may be used or resold by Contractor outside the scope of this Agreement.

12.5 Turnover of State Data. If so requested by State at any time before or after termination of this Agreement, Contractor shall provide copies of the State Data in Contractor's possession to State in such form as State may reasonably request together with such tables and instructions as State may require to extract or convert the information. Unless otherwise approved by State or necessary to carry out the transition/termination provisions of this Agreement, Contractor may not retain copies of the State Data following termination of this Agreement.

12.6 Unlimited Use of State Data and Output by State. State and its designees are free to extract, aggregate, use, store, modify, compile, retransmit, and distribute the State Data, including all Output, in any manner and for any purpose that State may desire, without being subject to any restriction on doing so that may be associated with the Contractor applications or any other Contractor Products. State may install and use its own or third-party providers' equipment and software to do so, and State and State may create and install its own or third-party providers' APIs to access and collect any of the State Data or applicable files at State's premises in such manner as State or State chooses.

12.7 Deliverables. The deliverables that Contractor actually provides to the State Entities under this Agreement may take the form of any Solution, the Services themselves or individual items of State-Specific Enhancements, Third Party Materials or Derivative Works & Improvements, or one or more of them. More likely, however, such deliverables, shall be composed of some combination of such Solution, State-Specific Enhancements, Contractor Products, Third Party Materials or Derivative Works & Improvements, or one or more of them created by linking, embedding, bundling or incorporating them with or into one-another. Such combination shall be referred to as **"Deliverables."** Each party shall retain at all times its respective ownership rights of the Intellectual Property Rights in and to such party's respective Proprietary Materials components of the Deliverables under the terms of this Section 12 and neither party shall own the Intellectual Property Rights in and to the Deliverables as a whole. Notwithstanding anything contained in this Agreement to the contrary, State for itself, and on behalf of the other State Entities, acknowledges and agrees that the Solution shall not constitute "works made for hire", and shall remain the exclusive property of Contractor.

12.8 Third Party Materials. Neither Contractor nor any Contractor Personnel shall use any Third Party Materials in the performance of the Services nor introduce, embed, bundle, link, or incorporate Third Party Materials into or with any State Data or Output unless: (a) expressly requested by State or (b) disclosed to State by Contractor in writing in the applicable Solution Order or Services Order in connection with which Contractor desires to use them. If use of Third Party Materials is so permitted, Contractor shall supply them by either providing State: (i) with the applicable shrink-wrap license agreement governing the use of such Third Party Materials or (ii) with the applicable license agreement submitted by the owner or provider of such Third Party Materials generally to its states; or (iii) with all necessary use and/or license rights via pass-through or assignment to State, as well as all warranties and maintenance and support rights (if any) as provided by either the manufacturer of the applicable provider of such Third Party Materials or by Contractor on such manufacturers' behalf pursuant to a reseller or similar agreement therefor.

12.9 Open Source Software. The Solution may contain Third Party Materials subject to or governed by an open source license. Use by State, as part of the Solution, in accordance with this Agreement and normal operating instructions, of such open source license (in object code) procured by Contractor under a license commonly referred to as "open source," "free software," "copyleft," or "community source code license," including, without limitation, the GNU General Public License or Lesser General Public License (collectively, "**OSS**") is and will be in compliance with the terms of such OSS licenses. The use by State of the System in accordance with this Agreement does not require that the OSS included by Contractor in the System will be combined or merged with any proprietary software provided or separately operated by State.

12.10 Residuals. Subject to Section 11 (Confidentiality, Privacy and Data Security), Contractor, State or the applicable State Entities shall have the right to use for any purpose Residuals arising from this Agreement. For the avoidance of doubt, the foregoing shall not be deemed to grant to the receiving party a license to use the other party's copyright, patents, trademarks, source code, or other Intellectual Property.

13. BONDS & INSURANCE.

13.1 Bonds. Within ten (10) days of the Effective Date, Contractor shall obtain all bonds required by the eRFP and described on Exhibit H attached hereto and deliver a true, correct, and complete copy of the same to State.

13.2 Required Coverage. Contractor, at its sole expense, shall obtain and keep in force at all times during the Term insurance coverage for the benefit of Contractor and State, issued by insurance carriers licensed to do business in the State of Georgia with a minimum A.M. Best rating of A- as set forth in Exhibit H as that Exhibit may be updated and modified from time to time by State (provided Contractor is given a reasonable amount of time to review and meet such updated and modified insurance requirements).

13.3 Primary Policies. All insurance maintained by Contractor in compliance with this Agreement, shall be primary to any other insurance owned, secured, or placed on behalf of State, which insurance shall not be called upon by Contractor's insurer to contribute in any way. Contractor shall secure endorsements to this effect from all insurers of such policies.

13.4 Certificates. Within ten (10) days of the Effective Date, Contractor shall furnish State with certificates of insurance and necessary endorsements affecting coverage required by this Section 13. To the maximum extent permitted for each coverage type, the certificates and endorsements shall identify the contract number of this Agreement (as shown on the cover page), the State of Georgia, State, and the other State Entities as additional insureds and shall be signed by a person authorized by that insurer to bind coverage on its behalf. State reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.5 No Cancellation. All policies herein shall expressly provide that such policies shall not be cancelled, allowed to lapse, terminated or materially altered (resulting in failure to comply with requirements set forth herein) without at least thirty (30) days prior written notice to State.

13.6 Waiver. To the extent permitted by its respective policies of insurance, Contractor hereby waives any right of recovery against State for any loss or damage that is covered by any insurance policy maintained or required to be maintained with respect to this Agreement. The parties do not intend to shift all risk of loss to insurance. The Contractor's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation which the Contractor may otherwise have under this Agreement. Similarly, the inclusion of the State of Georgia and the State Entities as additional insured is not intended to be a limitation of the Contractor's liability under this Agreement and will in no event be deemed to, or serve to, limit the Contractor's liability to the State or any State Entity to required insurance coverage, nor to limit State's rights to exercise any and all remedies available to the State Entities under this Agreement, at law or in equity.

14. REPRESENTATIONS AND WARRANTIES.

14.1 Warranties. Contractor hereby expressly represents, warrants, and covenants to State that:

14.1.1 Organization. It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and it is duly qualified to conduct business, and is in good standing, in the State of Georgia and every other jurisdiction in which the nature of its assets or its business would require it to so qualify.

14.1.2 Authority. (a) It has full power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations under this Agreement; (b) execution and performance of this Agreement shall not violate any law or breach any other agreement known to Contractor; and (c) Contractor will not assume any obligation or restriction that does or would in any way interfere or conflict with, or would prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

14.1.3 Liens and Encumbrances. Contractor has good and valid title to the Solution and all Equipment or hardware components provided to the State Entities pursuant to the terms of this Agreement free and clear of any and all liens and encumbrances. All such items will be delivered, and title will transfer, to the applicable State Entity pursuant to Section 2.1.5 free and clear of all liens and encumbrances and State will be entitled to use the Solution and all other Deliverables in accordance with the terms of this Agreement without disturbance.

14.1.4 eRFP Bring Down. Each of the representations, warranties, guarantees, certifications, and similar assurances contained in Contractor's eRFP Response were true and correct in all respects as of the date of submission of Contractor's eRFP Response and shall be true and correct in all respects on and as of the Effective Date with the same force and effect as if made at and as of the Effective Date.

14.1.5 Non-Infringement. As of the Effective Date and throughout the Term:

(a) None of the Solution, Services, or other Deliverables, nor any portion or component thereof, nor State's use or possession of any of the foregoing as permitted under this Agreement, shall infringe or violate any right, title, or interest (including any Intellectual Property Right) of any third party.

(b) Contractor and/or all Contractor Personnel shall be the sole authors of the Solution and any Revisions thereto and Contractor has and shall have full and sufficient right, title and interest (including all Intellectual Property Rights) in and to the Solution.

(c) No claim of infringement has been threatened or asserted, or is pending against Contractor (or insofar as Contractor is aware, against any entity from which Contractor has obtained such rights) (the warranties set forth in clauses "(a)", "(b)", and "(c)" collectively the "**Non-Infringement Warranty**").

14.1.6 Disabling Procedures. The Solution, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any "back door," "time bomb," "Trojan horse," "drop dead device," or other similar software routines or components designed to permit access or use of any State Entities' computer systems by Contractor or a third party or to disable or delete any Solution or any data, computer hardware, or software operated or maintained by any State Entity;

14.1.7 Viruses. The Licensed Programs, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any Virus and prior to delivery to the State Entities, Contractor shall have used up-to-date, industry-accepted, corporate-enterprise, quality virus detection products to scan for and ensure the absence of Viruses. Contractor shall take all commercially reasonable steps to ensure that no Viruses are coded or introduced into any other State Entities' systems or into the systems used to provide the Services or operate the Solution;

14.1.8 EAC Certification. All relevant components of the Solution, any Upgraded Solution, and all Software, Equipment, and other components forming a part thereof for which certification by the U.S. Election Assistance Commission ("**EAC**") is available have been certified by the EAC as of delivery of the Solution to the State. Without limiting the foregoing, if at any time during the Term, the Solution or any component (including Software and Equipment) forming a part thereof for which EAC certification is available ceases to be certified by the EAC, Contractor shall immediately notify State and, if Contractor has, or has made available a non-infringing, EAC certified, version of the offending component to its

customers generally, then Contractor will make that version of the Solution available to the State under the same or better economic terms as it offers to its other customers. If no EAC certified version of the offending component is available, the parties will cooperate in good faith to attempt to resolve the issue.

14.1.9 Documentation. The Documentation meets industry standards, accurately reflects the operations features and functioning of the Solution, Services and Deliverables and shall in all events be written in the English language as well as such other languages as are required under the applicable Solution Order or Services Order.

14.1.10 Services. Contractor has all of the resources (financial or otherwise), personnel, experience, and know-how necessary for the successful and timely implementation of the Solution and performance of its obligations under this Agreement. All Services performed by Contractor (or its permitted subcontractors, if any) shall be so performed in accordance with all Applicable Laws and in a professional and workmanlike manner by adequate staff having the skills training and background requisite to perform them in accordance with the highest prevailing standards and best practices in the industry.

14.1.11 Operations Conducted Lawfully. Contractor has conducted, and at all times during Term will conduct, its business in compliance with all Applicable Laws including with the provisions of O.C.G.A. Title 21, as amended and the State of Georgia Election Board and Secretary of State Rules contained in Sections 183 and Sections 590 of the Georgia Administrative Code respectively. Contractor has not been charged with, nor is Contractor in receipt of any notice or warning of, or to the knowledge of Contractor, under investigation with respect to, any failure or alleged failure to comply with any provision of any Applicable Law with respect to its business, the Solution, or the Services to be provided pursuant to this Agreement. Contractor has all licenses, permits, approvals, authorizations, registrations, certificates, variances or similar rights issued by any governmental authority required with respect to the operation of its business and the delivery of the Solution and the Services. All such permits are in full force and effect and Contractor is in compliance with the same.

14.1.12 Solution and other Deliverables. During the Term the Solution and all Deliverables and each module or component and function thereof, and to the maximum extent applicable, all Services performed hereunder, shall:

(a) be free from defects in material and workmanship and under normal use shall remain in good working order;

(b) function in all material respects in accordance with the specifications and criteria stated in the applicable Solution Order or Services Order, including the Functional Requirements, and in accordance with all other warranties set forth herein and in the applicable Solution Order or Services Order (the "**Specifications Warranty**"); and

(c) perform the Guaranteed Functionality in accordance with the Guaranteed Performance,

14.1.13 Compliance with Regulations. The Guaranteed Functionality and Guaranteed Performance of the Solution, either by itself or in conjunction with such Third Party Materials as may be identified by Contractor, contain features and functionality that permit State, or the applicable State Entity, to comply either through use of the Solution as delivered or via no more than *de minimis* parameterization and/or configuration, with those industry and/or governmental regulations (and the data formats, records, reporting or communications standards required to be utilized to comply with such regulations) affecting State at each State Site as of the Effective Date ("**Regulation Compliant**").

14.1.14 Third Party Materials. If the warranties to Third Party Materials passed-through and assigned to State under Sections 12.7 and 14.2 are not substantially similar to the warranties received by State from Contractor hereunder with respect to the Solution and other Deliverables, or if Contractor is not permitted to pass-through and assign such warranties, then Contractor shall obtain comparable warranties from the owner, licensor, or other providers of the applicable Third Party Materials or Contractor shall take

appropriate action to ensure that such Third Party Materials are otherwise compliant with the warranties in this Section 14.1 including that they are free of Viruses, preventative routines, and disabling procedures.

14.1.15 Independent Contractors. Contractor represents and warrants that it has complied with, and covenants that during the Term, it shall continue to comply with all laws, rules, and regulations required by appropriate government authorities of independent contractors, including the appropriate withholding, reporting, and payment of all required taxes.

14.1.16 Conflicts of Interest. Contractor has not violated, and shall not violate during the Term, the provisions of O.C.G.A. Section 45-10-20 et seq. Without limiting the foregoing, neither Contractor nor any of its Affiliates or any of their respective Representatives has made any bribe, rebate, payoff, influence payment, kickback or other payment unlawful under any Applicable Law.

14.2 Construction of Warranties; Disclaimer. Contractor shall assign and pass through to the State Entities all applicable Software publishers' warranties, covenants and indemnification provisions. The representations, warranties, and covenant of Section 14.1 apply at all times during the Term. EXCEPT FOR THE WARRANTIES SPECIFICALLY PROVIDED IN THIS AGREEMENT (INCLUDING ALL EXHIBITS, SCHEDULES, APPENDICES, EXECUTED SOLUTION ORDERS AND SERVICES ORDERS, AND ANY ATTACHMENTS THERETO) AND AS OTHERWISE SET FORTH ABOVE, CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

14.3 Remedies.

14.3.1 Remedies. In the event that any of the Software is found by the Contractor, State, any other State Entity or governmental agency, or any court having jurisdiction to to breach the warranties set forth in this Agreement, or not to be otherwise in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions authorized by the State, including those required to meet all obligations imposed by laws, regulations, or orders, provided that nothing contained in this section shall preclude State from taking such action as may be required of it under any such law or regulation. If the Contractor is the Software publisher, the Contractor shall perform all necessary repairs or modifications at its sole expense, provided the State determines the performance of such repairs and modifications is in the State's best interest. Payment for the Software shall not constitute acceptance. Acceptance by a State Entity shall not relieve the Contractor of its warranty or any other obligation under this Agreement.

14.3.2 In the event State or any other State Entity asserts any claim, demand, dispute relating to the subject of this Agreement Contractor shall continue to perform its obligations hereunder, and any such dispute, whether as to a claim for breach of any representation, warranty, or covenant contained in this Agreement, shall not affect Contractor's obligation to fulfill its remedy obligations to the State Entities hereunder. If any such dispute is finally resolved in State's favor, State shall be reimbursed for the cost of all reasonable remediation services performed by Contractor, subject to State substantiating the same.

14.3.3 Disabling Procedures, Preventative Routines and Viruses. In addition to all other remedies at law and under this Agreement, Contractor agrees to notify State immediately upon discovery of any actual, potential or threatened breach of the warranties in Sections 14.1.6 or 14.1.7, and, if State discovers or reasonably suspects any Viruses to be present in any component of any Solution, State-Specific Enhancements or other Deliverables, Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) such Viruses and carry out any recovery necessary to remedy any impact of such Viruses.

14.3.4 Interference with Services. Contractor is under no obligation or restriction, nor will it assume any such obligation or restriction that does or would in any way interfere or conflict with, or would

prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

15. INDEMNIFICATION.

15.1 Contractor Indemnification. Contractor agrees to defend, indemnify, and hold harmless State, the other State Entities, and all parties making authorized use of the Deliverables, and each of their respective directors, officers, employees, and representatives (the "**Indemnified Parties**") from and against any and all liabilities, claims, damages, suits, judgments, losses, costs, and expenses (including reasonable attorneys' fees) to the extent incurred in connection with or arising out of: (a) any inaccuracy or breach of a representation or warranty of Contractor set forth in this Agreement or any agreement, instrument, or certificate, or document delivered in connection herewith (including Contractor's eRFP Response); (b) any breach or failure to comply with any covenant or agreement made by Contractor in this Agreement or any agreement or instrument delivered in connection herewith; (c) any negligent, intentional or wrongful act or omission of the Contractor or any Contractor Personnel; (d) any breach of contract; (e) any third-party claims of infringement or other violations of Intellectual Property Rights; (f) any failure of the Solution or the Services to comply with applicable specifications, warranties, and certifications under this Agreement or Contractor's eRFP Response; (g) any failure by Contractor or Contractor Personnel to comply with Applicable Law; or (h) any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States. Contractor acknowledges and agrees that no delay in notifying Contractor shall relieve Contractor of its obligations under this Section 15.1. Contractor may not agree to any settlement that could have an adverse impact on any State Entity, as applicable, without State's prior written consent. Notwithstanding the foregoing State, and not Contractor, will be responsible and therefore solely liable for its own acts and omissions constituting gross negligence, willful misconduct or fraud.

15.2 Assumption of Defense. State shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If Contractor does not promptly commence fulfillment of its defense obligations for any indemnified claim or litigation resulting therefrom, State may defend against such claim or litigation in such manner as it may deem appropriate, including settling such claim or litigation, after giving notice of the same to Contractor, on such terms as State may deem appropriate but after prior written consent from Contractor signed by the designated person signing this Agreement, and no action taken by State in accordance with such defense and settlement shall relieve Contractor of its indemnification obligations herein with respect to any loss, liability, or damages resulting therefrom.

15.3 Infringement Related Remedies. In addition to and without in any way limiting or excluding Contractor's indemnification obligations, if any party makes any claim or allegation of infringement against State or State Entity based on State's or a State Entity's use of a Deliverable in accordance with the terms of this Agreement and State or any State Entity is actually enjoined from using any Deliverables (or, if Contractor earlier believes that such claim may arise), Contractor shall, at its own cost and expense, and at its option: (a) procure for State a license to continue using the allegedly or potentially infringing materials of nature and scope identical to that contained in this Agreement and without loss, diminution or degradation in the manner of performance or functionality or (b) modify the allegedly or potentially infringing materials so as to make them non-infringing without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)" or "(b)" above after good faith efforts undertaken for a reasonable period of time, then Contractor shall, at its own cost and expense: (c) procure for State and the State Entities a license to a third-party product (including, if required, engaging a third-party to develop such product on commercially reasonable terms) that will serve as a replacement for the allegedly or potentially infringing materials without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)," "(b)" or "(c)" above after good faith efforts undertaken for a reasonable period of time, on commercially reasonable terms, Contractor promptly shall refund to State all amounts paid by State under the Services Order (including any expenses and fees for Third Party Materials) pursuant to which the applicable materials were created.

15.4 Duty to Reimburse State Tort Claims Fund. To the extent any damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the **Fund**"), the Contractor (and its insurers) agrees to fully reimburse the Fund. To the full extent permitted by the Constitution and the laws of State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

15.5 Limitation of Liability.

15.5.1 EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT, INCLUDING ALL SOLUTION ORDERS AND SERVICES ORDERS IN EFFECT AS OF THE DATE OF THE APPLICABLE CLAIM.

15.5.2 NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.5.3 Notwithstanding anything contained in this Agreement to the contrary the limitations and exclusions in Sections 15.5.1 and 15.5.2 shall not apply to (1) Contractor's obligation to pay any liquidated damages pursuant to Section 10.1, (2) Contractor's failure to honor any pricing commitments made in this Agreement, (3) claims arising out of the willful misconduct or gross negligence of a Party or any of their respective employees, agents, contractors or subcontractors, (4) claims and losses that are the subject of indemnification under this Agreement, including pursuant to Section 15, (5) damages and costs associated with the Contractor's breach of its data security or data privacy obligations hereunder; (6) damages attributable to a Party's breach of its obligations with respect to Confidential Information of the other Party; or (7) damages attributable to the abandonment of this Agreement by the Contractor, including Termination Assistance, where "abandonment" has the meaning provided in Section 16.8 below.

16. TERM AND TERMINATION.

16.1 Term. This initial term of this Agreement shall commence upon the Effective Date and shall remain in effect for a period of ten (10) years (the "**Initial Term**"). State shall have the option to extend this Agreement for a period of up to ten (10) successive periods of one (1) year each (each a "**Renewal Period**") under the same terms and conditions of this Agreement as in effect during the Initial Term, which options may be exercised by the issuance of a "Notice of Award Amendment" by State no later than thirty (30) days prior to the end of the Initial Term or then-current Renewal Period. As used throughout this Agreement, all references to the "**Term**" shall be construed to include the Initial Term, all Renewal Periods, and any Transition Assistance Period.

16.2 Immediate Termination. Pursuant to O.C.G.A. Section 50-5-64, this Agreement will terminate immediately and absolutely if State determines that adequate funds are de-appropriated such that State cannot fulfill its obligations under the Agreement, which determination is at the State's sole discretion and shall be conclusive.

16.3 Termination for Cause. Subject to Section 16.3.133.13, the State may terminate any Solution Order, Services Order or this Agreement, in each instance in whole or in part, if State reasonably determines that any one or more of the following events has occurred:

16.3.1 The actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

16.3.2 Contractor fails to comply with confidentiality laws or provisions, including the Privacy Regulations;

16.3.3 Contractor furnished any statement, representation, or certification in connection with this Agreement or the bidding process which is materially false, deceptive, incorrect, or incomplete;

16.3.4 Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to State's satisfaction, any material requirement of this Agreement, individually, in each case in whole or in part or is in violation of a material provision of this Agreement, including, but without limitation, the express warranties made by the Contractor;

16.3.5 Satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur, including in connection with Contractor's inability or unwillingness to meet the milestones or timelines described in any Solution Order or Services Order;

16.3.6 Contractor fails to make substantial and timely progress toward performance of this Agreement;

16.3.7 Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or State reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

16.3.8 Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations, and orders when performing within the scope of this Agreement;

16.3.9 Contractor has engaged in conduct that has or may expose the State or any State Entity to liability, as determined in State's sole discretion;

16.3.10 Contractor endangers the value, integrity, or security of any State Site or the data or personnel of any State Entity;

16.3.11 Contractor breaches any of its material duties or obligations under this Contractor, including but not limited to obtaining and maintaining, throughout the Term, federal and State voting system certification; or

16.3.12 Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right of State, a State Entity, or any other Person.

16.3.13 Notice of Default. Contractor shall be afforded thirty (30) calendar days to cure any breach that could give rise to a termination for cause by State pursuant to Section 16.3, with such thirty (30) day period commencing as of the date Contractor receives written notice of such breach from the State. If the breach or noncompliance is not remedied within such thirty (30) day period, State may (i) immediately terminate this Agreement without additional written notice; and/or, (ii) procure substitute Software, Licensed Programs or Services from another source and charge the difference between this Agreement and the substitute contract to the defaulting Contractor; and/or (iii) enforce the terms and conditions of this Agreement and seek any legal or equitable remedies. For the avoidance of doubt the parties acknowledge and agree that the items listed in Section 16.3 shall each constitute a material breach, provided, however any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material. If termination occurs prior to the date of Final Acceptance or the Presidential Preference Primary, whichever is later, and such termination is for cause pursuant to Section

16.3, then State may elect to terminate this Agreement and Contractor shall immediately refund all applicable Milestone Payments paid by State.

16.4 Convenience. State may at any time for any reason or no reason, terminate this Agreement or any Solution Order or Services Order individually, in each case in whole or in part, for its sole convenience for any reason whatsoever.

16.5 Effect. Termination of a Solution Order, a Services Order or this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief. Subject to Section 16.6 and Section 16.7 upon termination or expiration of this Agreement and request of the State Entity, the Contractor shall:

16.5.1 Cease work under this Agreement or the applicable Solution Order or Services Order and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the this Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters State may require;

16.5.2 Immediately cease using and return to the State Entity any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;

16.5.3 Comply with State's instructions for the timely transfer of any active files and work product produced by the Contractor under this Agreement;

16.5.4 Cooperate in good faith with the State Entity, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

16.5.5 Immediately return to the State Entity any payments made by the State Entity for goods and services that were not delivered or rendered by the Contractor.

16.5.6 Payment Limitation in Event of Termination. In the event of termination of this Agreement, a Solution Order, or any Service Order, for any reason by State, State shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually delivered and satisfactorily performed up to and including the date of such termination. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Agreement in the event of termination. State shall not be liable for any costs incurred by the Contractor in its performance of this Agreement, including, but not limited to, startup costs, overhead, or other costs associated with the performance of this Agreement or the bidding process.

16.5.7 In such case, State shall pay for all Services Orders and Solution Orders and Deliverables to the extent delivered and satisfactorily performed by Contractor until the date of such termination. If this Agreement is terminated, Contractor will complete all Services in process under all then-outstanding Solution Orders and Services Orders and adhere to all terms and conditions outlined in this Agreement, including all credits and discounts set forth on the applicable Solution Order or Service Order.

16.6 Transition and Termination Assistance. If State decides to discontinue use of any applications or services, Contractor will, at State's option, provided that State agrees to pay Contractor's reasonable fees and expenses, assist to cause the orderly transition and migration with regard to State's requirements so that State or third-party contractors contractor(s) selected by State are properly equipped to meet those requirements (the "**Termination Assistance**"). As part of the Termination Assistance, (a) Contractor and State will work together to develop a transition plan (the "**Transition Plan**") setting forth the respective tasks to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed and (b) Contractor will provide State with tables and instructions for extraction of data and reports and conducting testing procedures incident to such migration.

16.7 Continuance of Services. Notwithstanding anything contained in this Agreement to the contrary, upon any termination or expiration of this Agreement or any Schedule relating to the provision of applications or services by Contractor, Contractor shall, if requested by State, continue to provide the applications or services and accept additional Solutions Orders and/or Services Orders for up to two (2) years or such longer period as the parties may mutually agree (the "**Transition Assistance Period**") in the manner described herein and in the applicable Schedule and provide such additional assistance as mutually agreed upon between the parties and as reasonably necessary for State to effect an orderly transition of operational responsibilities for the terminated applications or services. Such termination assistance may include: (a) providing reasonable assistance to State in establishing or transferring all processes; (b) assisting State with the execution of parallel processing and testing; (c) doing all things and providing all information reasonably necessary for an orderly transition with reasonable continuity of operations; and (d) carrying out such other activities as the parties may agree is necessary.

16.8 No Abandonment. Contractor represents, warrants and covenants that, during the Term, it shall not "Abandon" this Agreement (or any Schedule) or application or service obtained by State thereunder. For purposes hereof, "Abandon" or "Abandonment" means the threatened or actual intentional refusal by Contractor to provide or support any of the solutions or perform any of the services in breach of its obligations under this Agreement (or any Schedule). If Contractor breaches or threatens to breach this Section, Contractor agrees that State will be irreparably harmed, and, without any additional findings of irreparable injury or harm or other considerations of public policy, State shall be entitled to apply to a court or tribunal of competent jurisdiction for and, provided State follows the appropriate procedural requirements (e.g., notice), Contractor shall not oppose the granting of an injunction compelling specific performance by Contractor of its obligations under the Agreement without the necessity of posting any bond or other security. Contractor further agrees not to oppose any such application for injunctive relief by State except to require that State establish that Contractor has committed an Abandonment.

17. MISCELLANEOUS.

17.1 Notice. All notices to be given to the parties hereunder shall be in writing and shall be deemed to have been given and be effective when delivered personally or if sent by certified mail, return receipt requested, postage prepaid addressed to the parties at the addresses set forth below.

If to State:

Georgia Secretary of State
2 Martin Luther King Jr. Drive,
West Tower, Atlanta, Georgia 30334
Attention: Chief Operating Officer

with copies to:

Attention: General Counsel

If to Contractor:

Dominion Voting Systems, Inc.
1201 18th Street, Suite 210
Denver, CO 80220

Attention: General Counsel

17.2 No Exclusivity. Unless expressly provide in a Solutions or Services Order, State has the right, at any time and without any notice or duty to account to Contractor, to have services performed by State's own employees or those of other State Entities or, subject to the terms and conditions of this Agreement, to purchase any equipment or services from any other individual or entity, subject at all times to its compliance with this Agreement. Nothing contained in this Agreement shall constitute a minimum purchase commitment by State, and Contractor has not relied on any representation, verbal or written, to the contrary.

17.3 Language. The headings as to the contents of particular sections of this Agreement are inserted for convenience of reference only and shall in no way define, limit, expand, or otherwise affect the construction or interpretation of any provision of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties. Those terms, acronyms, and phrases used but not otherwise defined in this Agreement, which are utilized in the information technology outsourcing industry or in State's contracting processes will be interpreted in accordance with their generally understood meaning in such industry or context.

17.4 Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Georgia, USA, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any services or products provided hereunder. Any judicial action or proceeding between the parties relating to this Agreement must be brought in the courts of Fulton County, Georgia or the United States District Court for the Northern District of Georgia. Each party consents to the jurisdiction of such courts, agrees to accept service of process by mail to the addresses outlined in Section 17.1 (Notice) above, and hereby waives all jurisdictional and venue defenses otherwise available to it.

17.5 Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Agreement or any informal negotiations which may occur between State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days written notice to State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to State shall not exceed five thousand dollars ($5,000.00). All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq. No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

17.6 Assignment.

17.6.1 This Agreement shall not be assignable by either party without the prior written consent of the other party. Notwithstanding anything contained herein to the contrary, State may assign to any other State Entity, in whole or in part, State's right, title, interest and obligations under this Agreement or any Solutions Order or Services Order which relate to items purchased by State on behalf of such State Entity, without Contractor's consent. State's assignment pursuant to this Section 18.6.1of any payment obligations to another State Entity shall be limited to the extent of that State Entity's interest or use of the subject matter hereof and shall constitute a full and complete novation of State's liabilities and obligations with respect thereto and Contractor shall recognize the State Entity to which such obligations were assigned as State's successor-in-interest with respect to such obligations and will exclusively look to such State Entity for the discharge of all such liabilities and obligations, provided, however State will continue to be Contractor's sole point of contact with respect to this Agreement in accordance with Section 17.234.

17.6.2 This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, provided that no assignment, except as described in Section 17.6.1, shall relieve any party of such party's obligations hereunder without the consent of the other party hereto.

17.7 Covenant Against Pledging. Contractor agrees that, without the prior written consent of State, it will not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from any State Entity under this Agreement for any reason whatsoever. To the extent State permits Contractor to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from State under this Agreement, Contractor will continue to be State's sole point of contact with respect to this Agreement, including with respect to payment. The Person to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered will not be considered a third party beneficiary under this Agreement and will not have any rights or causes of action against any State Entity.

17.8 No Liens. Contractor will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of State or any other State Entity. In the event that any such liens arise as a result of the Contractor's action or inaction, Contractor will obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If Contractor fails to do so, State may, in its sole discretion, pay the amount of such lien, or deduct such amounts from payments due to Contractor.

17.9 Non-Delegation. Nothing herein will be deemed or construed as delegating the discretionary powers or authority of State or any of the other State Entities to Contractor. Further, nothing herein will be deemed or construed as delegating the discretionary powers or authority of the other State Entities to State or the discretionary powers or authority of State to the other State Entities.

17.10 No Waiver. The failure of either party at any time or times to enforce or require performance of any provision contained in this Agreement shall in no way operate as a waiver or affect the right of such party at a later time to enforce such provision.

17.11 Entire Agreement. This Agreement (together with its Exhibits, all executed Solution Orders and Services Orders, and all attachments thereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior written agreements and contemporaneous oral agreements with respect to the subject matter hereof; provided, if the parties have entered into a Confidentiality and Non-Disclosure Agreement, the terms of such agreement shall survive and govern the parties' obligations as set forth in such agreement between the execution date thereof and the Effective Date. Although State may utilize its own purchase order or confirmation form for its own convenience, the provisions of this Agreement shall control as to all issues relating to the subject matter hereof. Typewritten or handwritten additions, initialed by both parties, shall supersede any pre-printed provisions of this Agreement. Subject to the foregoing, each Solution Orders and Services Orders hereto, whether executed concurrently herewith or subsequent hereto, shall be deemed to be incorporated herein and shall be governed by the terms of this Agreement.

17.12 Amendment. This Agreement may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of State, then State must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to this Agreement must be in writing and fully executed by duly authorized representatives of State and the Contractor.

17.13 Severability. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if any provision contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject, or otherwise unenforceable, such provision shall be construed by the appropriate judicial body by limiting or reducing it or them so as to be enforceable to the maximum extent compatible with the Applicable Law.

17.14 Time is of the Essence. Time is of the essence with respect to Contractor's performance of the terms of this Agreement. Contractor shall ensure that all personnel providing Software, Licenses and Services to State are responsive to State's requirements and requests in all respects.

17.15 Independent Contractor. Contractor and all Contractor Personnel are independent contractors and neither Contractor nor any Contractor Personnel shall be deemed an employee of State. Contractor is and shall remain the employer of all Contractor Personnel and shall be solely responsible for the employment, training, and payment of salaries, wages, bonuses, benefits (including health insurance, retirement and other similar benefits, if any) and other compensation, of all Contractor Personnel. Contractor shall be responsible for the payment of all federal, state, and local withholding taxes and workers compensation, and, at the reasonable request of State, Contractor shall provide to State evidence that all of such payments have been made. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither Contractor nor any Contractor Personnel shall have the right to bind State to any contract, agreement, or obligation.

17.16 Joint/Several Liability. If the Contractor is a joint entity, consisting of more than one Person, all such Persons shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations. Contractor acknowledges and agrees that that the liability of each State Entity shall be several and not joint.

17.17 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Contractor and State any rights or remedies under or by reason of this Agreement.

17.18 Survival. All provisions of this Agreement that, by their terms, are intended to survive shall expressly survive any termination or expiration of this Agreement, including Section 3, Section 11, Section 12, Section 14 and Section 15.

17.19 Publicity. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Notwithstanding the foregoing, the Contractor Parties each agree that no acknowledgment or other information concerning the Agreement or the Services and/or Deliverables provided hereunder will be made public by the Contractor Parties without the prior written agreement of State. Further, the Contractor Parties shall not use State's, any other State Entities' name, photographs, logo, trademark, or other identifying characteristics without the applicable State Entity's prior written approval.

17.20 Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.

17.21 Interpretation; Intent of References to Bid Documents. Whenever any provision of this Agreement uses the term "including" (or "includes"), such term shall be deemed to mean "including without limitation" and "including but not limited to" (or "includes without limitations" and "includes but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term "including" (or "includes"). The words "herein," "hereby," "hereunder," "hereof," and other equivalent words shall refer to this Agreement in its entirety and not solely to the particular portion of this Agreement in which any such word is used. All definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders. The references to the parties' obligations, which are contained in this Agreement, are intended to supplement or clarify the obligations as stated in the eRFP and Contractor's eRFP Response. The failure of the parties to make reference to the terms of the eRFP or Contractor's eRFP Response in this Agreement shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the eRFP and the

Contractor's eRFP Response. The contractual obligations of any State Entity cannot be implied from Contractor's eRFP Response.

17.22 Force Majeure. Neither party shall be liable for, or be in breach of this Agreement because of, any delay or failure to perform its obligations under this Agreement or thereunder resulting from any acts of God, war, insurrection, terrorism or the public enemy (collectively, "FM Events"). A party that experiences a FM Event shall give the other party prompt written notice of the FM Event. The affected party shall use reasonable efforts to work around or to overcome the FM Event and to resume full performance under this Agreement as soon as practicable. Occurrence of FM Events will not excuse the backup and disaster recovery obligations of Contractor. Contractor will follow normal procedures for classification, resolution, resolution and escalation of incidents, even if the incident is caused by an FM Event. If an FM Event causes a material failure or delay in the performance of any applications or services for more than five (5) consecutive days, State may, at its option, and in addition to any other rights State may have, procure such applications or services from an alternate source until Contractor is again able to provide them, and Contractor shall be liable for all payments made and costs incurred by State required to obtain such applications and services from such alternate source during such period. If an FM Event causes a material failure or delay in the performance of any application or services for more than thirty (30) consecutive days, State may, at its option, and in addition to any other rights they may have, immediately terminate each affected Schedule and Services Order without liability to Contractor. State shall not be required to pay the fees that may have otherwise been payable for any period of time in which any substantial part of the Solution and Services are not provided as a result of an FM Event.

17.23 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

17.24 State Entity Representative. Notwithstanding anything contained in this Agreement to the contrary, each of the State Entities other than State hereby appoint State to serve as their representative and State accepts such appointment, to act for and on behalf of such State Entities with respect to this Agreement. Each of the State Entities acknowledges and agrees that any decision, act, consent, or instruction taken or given by State pursuant to this Agreement shall be and constitute a decision, act, consent or instruction of all State Entities and shall be final, binding, and conclusive upon the State Entities, and Contractor and its Affiliates may rely upon any such decision, act, consent or instruction of State on behalf of the other State Entities. The State Entities hereby agree to release State from and waive any and all claims and liabilities based on any claim that an action authorized hereunder to be taken by the State on behalf of the other State Entities is not binding on, or enforceable against, any such State Entity.

17.25 Order of Precedence. In the case of any inconsistency or conflict among the specific provisions of this Agreement (as amended), the Exhibits attached hereto, the eRFP (including any subsequent addenda), Contractor's eRFP Response, and the Documentation, the order of precedence shall be, notwithstanding any terms that may be contained in the eRFP, Contractor's eRFP Response, or the Documentation (including any statement that purports to change the order of precedence described herein, incorporate additional or inconsistent terms, or amend documents having precedence), as follows:

17.25.1 First, by giving precedence to the specific provisions of this Agreement.

17.25.2 Second, by giving precedence to the specific provisions of the Exhibits attached hereto.

17.25.3 Third, by giving precedence to the specific provisions of the eRFP.

17.25.4 Fourth, by giving precedence to the specific provisions of the Contractor's eRFP Response, except that objections or amendments by a Contractor contained in Contractor's eRFP Response that have not been expressly accepted by State in writing shall not be included in this Agreement and shall be given no weight or consideration.

18. DEFINITIONS AND INDEX OF PREVIOUSLY DEFINED TERMS.

This Section 18 provides definitions for capitalized terms used but not previously defined in this Agreement and indexes capitalized terms used and previously defined in the Section in which they first appear as indicated by bold type. The definitions in this Section apply to such capitalized terms in both their singular and plural forms. This Section 18 does not apply to those terms capitalized only to comply with grammatical conventions.

18.1 **"Abandon"** and **"Abandonment"** have the meanings set forth in Section 16.8.

18.2 **"Acceptance Test"** is defined in Section 9.

18.3 **"Acceptance Test Plan"** is defined in Section 9.

18.4 **"Agreement"** is defined in the Initial Paragraph of this Agreement.

18.5 "**Applicable Law**" means all applicable provisions of any constitution, statute, common law, ordinance, code, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted or issued by any Governmental Authority or arbitrator or arbitration panel.

18.6 **"Application Programs"** is defined in Section 2.1.1(ii).

18.7 **"Authorized Recipients"** means those employees, consultants or agents of the Receiving Party to whom disclosure is required to carry out this Agreement and any Order hereunder and who have executed a confidentiality agreement or are otherwise bound to duties of non-disclosure and restrictions on use of the Confidential Information at least as restrictive as those set forth in this Agreement (including, but not limited to an undertaking to implement and maintain appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of Regulated Information) but shall expressly exclude such individuals or entities as may, at the election of the parties, be identified on a list bearing the signatures of the parties and attached to and incorporated into this Agreement.

18.8 **"Bankruptcy Code"** is defined in Section 3.1.4.

18.9 **"Breach Incident"** is defined in Section 7.2.2(b).

18.10 "**Change Control Form**" is defined in Section 5.2.

18.11 "**Change Order**" is defined in Section 5.2.

18.12 "**Change Request**" is defined in Section 5.2.

18.13 "**Change Response**" is defined in Section 5.2.

18.14 **"Confidential Information"** is defined in Section 11.1.

18.15 "**Configuration Services**" means the services described in Section 4.1.

18.16 **"Contractor"** is defined in the initial paragraph of this Agreement.

18.17 **"Contractor Affiliates"** means those entities that are: (a) directly or indirectly, through one or more intermediaries, controlled by Contractor, whether such control is effective by ownership of equity interests, contract or otherwise; and (b) expressly identified by Contractor to State and State agrees to their inclusion on Exhibit D.

18.18 **"Contractor Computer Systems"** is defined in Section 11.7.1.

18.19 **"Contractor's eRFP Response"** means Contractor's submission in response to the eRFP including all materials submitted in connection therewith and, for the avoidance of doubt, all responses to the Mandatory Response Worksheet, questionnaires, and other attachments or links released with the eRFP, a copy of which is attached hereto as Exhibit A.

18.20 **"Contractor Licensed Programs"** means those Licensed Programs identified on the applicable Solution Order as being licensed by Contractor.

18.21 **"Contractor Parties"** is defined in Section 7.3.2.

18.22 **"Contractor Personnel"** is defined in Section 6.2.

18.23 **"Contractor Products"** is defined in Section 12.1.

18.24 **"Contractor Relationship Manager"** is defined in Section 6.1.

18.25 **"Contractor Solution Partner"** is defined in Section 1.3.

18.26 **"Contractor System Proposal"** is defined in Section 4.1.2.

18.27 **"County"** means the 159 counties of the State of Georgia.

18.28 **"Crisis"** means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Solution or Services and any additional applications provided by Contractor to State becoming unavailable for a significant amount of time

18.29 **"Critical Milestone"** means those critical delivery and implementation milestones specifically identified in Table A of Appendix A to Attachment 4 of Solution Order No. 1 (Milestones).

18.30 **"Deliverables"** is defined in Section 12.7.

18.31 **"Delivery & Acceptance Notice"** means a written notice substantially in the form of Exhibit I.

18.32 **"Derivative Works & Improvements"** has, collectively, the meaning ascribed to the term "derivative work" in Title 17 U.S.C., and "improvement" in Title 35 U.S.C., but in all events shall apply to additions, changes, or other statutorily specified new material appearing for the first time in the applicable item or work hereunder.

18.33 **"Designated Licensed Programs"** is defined in Section 4.1.1.

18.34 **"Disabling Procedures"** means any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Services and Deliverables, any hardware, data or other electronically stored information, or computer programs or systems.

18.35 **"Disaster Recovery Plan"** is defined in Section 11.8.

18.36 **"Disclosing Party"** is defined in Section 11.1.

18.37 **"Discounts"** shall mean the discounts set forth in the Fee Schedule.

18.38 **"Documentation"** means all written materials related to any Services or Deliverables (including any component of any Solution) that are supplied by Contractor to State hereunder, including any and all installer's, operator's and user's manuals, training materials, guides, functional and/or technical specifications, commentary, listings and other materials, (including all materials describing interoperability with other hardware or software), in any or all media, for use in conjunction with the applicable Services or Deliverables (including any component of any Solution), in all cases in sufficient form and content to allow for first and frontline personnel comprehension thereof. If such Deliverables are discrete computer software applications, Documentation shall include such reasonable descriptions as would allow a third party of reasonable skill and experience in information technology to operate, maintain, customize and parameterize such Deliverables and their related Source Code.

18.39 **"Effective Date"** is defined in the initial paragraph of this Agreement.

18.40 **"Equipment"** is defined in Section 2.1.1(iv).

18.41 "**Equipment Charge**" is defined in Section 10.1.8.

18.42 "**Extended Warranty**" is defined in Section 4.2.

18.43 **"eRFP"** is defined in Section 1.1.

18.44 "**Fee Schedule**" is defined in Section 10.1.

18.45 **"Final Acceptance"** means the receipt by Contractor of written notification from State that all Services and Deliverables under a given Services Order have been reviewed and tested by State as a whole and found to: (a) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by subsequent mutual written agreements between the parties; and (b) conform to Contractor's representations and warranties in this Agreement.

18.46 **"FM Events"** is defined in Section 17.22.

18.47 **"Functional Requirements"** is defined in Section 4.1.1.

18.48 "**Fund**" is defined in Section 15.3.

18.49 "**Generally Accepted Accounting Principles**" means United States generally accepted accounting principles.

18.50 **"Governmental Authority"** means any federal, state, local or foreign legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body.

18.51 **"Guaranteed Functionality"** is defined in Section 1.2.

18.52 **"Guaranteed Performance"** is defined in Section 1.2.

18.53 **"Impact Analysis"** is defined in Section 5.3.

18.54 "**Indemnified Parties**" is defined in Section 15.1.

18.55 **"Initial Acceptance"** means the receipt by Contractor of written notification from State that any particular Services or Deliverables under a given Services Order have been reviewed and/or tested by State and found to: (i) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by

subsequent mutual written agreements between the parties and (ii) conform to Contractor's representations and warranties in this Agreement.

18.56 **"Initial Term"** is defined in Section 16.1.

18.57 **"Installation Deadline"** is defined in Section 2.1.3.

18.58 **"Installation Event"** is defined in Section 2.1.3.

18.59 **"Installation Plan"** is defined in Section 2.1.3.

18.60 **"Intellectual Property Rights"** means all right, title and interest, including all copyright rights, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor's certificates, continued prosecution applications, requests for continued examination, and other similar filings or stages thereof) and trademark rights as well as all proprietary rights (including Trade Secrets) and moral rights (including the rights of authorship and attribution and subsequent modification) throughout the world whether under the laws of the United States, any of its several states or any foreign jurisdiction and whether or not evidenced by certificates, applications or registrations therefor and whether granted permanently, on initial issuance or granted upon reissue, re-examination, division, extension, provisionally, in continuation or in continuation-in-part and at all times further including all goodwill associated with all such rights.

18.61 **"Interest Rate"** means the lesser of eighteen percent (18%) or the maximum rate permitted by Applicable Law.

18.62 **"Interruption"** means any material, or continuing, or repeated suspension or interruption in the supply of the Solution or Services by or on behalf of Contractor to State, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Solution or Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

18.63 **"Key Personnel"** is defined in Section 6.5.

18.64 **"Licensed Programs"** means all operating system software and other software programs (including all Contractor Licensed Programs and Third Party Licensed Programs) provided by Contractor hereunder.

18.65 **"Major Revisions"** is defined in Section 2.3.

18.66 **"Maintenance Services"** is defined in Sections 2.1.1(v).

18.67 **"Mandatory Requirements"** is defined in Section 1.2.

18.68 **"Milestone Payment"** is defined in Section **Error! Reference source not found.**.

18.69 **"Milestone Deadline"** means each of the dates listed in the "Milestone Deadline" column of the tables set forth on Appendix A to Attachment 4 of Solution Order No. 1 (Milestones).

18.70 **"Non-Infringement Warranty"** is defined in Section 14.1.5(c).

18.71 **"Operating Program"** is defined in Section 2.1.1(iv).

18.72 **"OSS"** is defined in Section 12.9.

18.73 **"Output"** is defined in Section 12.1.

18.74 **"Performance Levels"** is defined in Section 8.1.

18.75 **"Performance Requirements"** is defined in Section 4.1.1.

18.76 **"Person"** means any individual, corporation, limited liability company, partnership, limited partnership, business trust, or other entity of any nature.

18.77 **"Pilot Election"** means the pilot election to be administered on November 5, 2019 in up to 6 Counties (exact Counties to be determined by mutual agreement), including the coding of election database (and additional training needed in connection therewith), training of personnel including poll-workers of the Counties hosting the Pilot Election, logic and accuracy testing at each of the participating State Sites, election day support at the participating State Sites, and post-Pilot Election auditing and validation of results.

18.78 **"Privacy Regulations"** is defined in Section 11.5.

18.79 **"Project Manager"** is defined in Section 6.4.

18.80 **"Proprietary Materials"** means: (a) all runtime and non-runtime machine-readable, executable object code, human readable source code, in any language whatsoever (including HTML, CGI, XML, Java, Visual Basic and C) and on any operating or database platform, system or environment whatsoever (including Windows, Unix, Linux, DB2, J2EE, Oracle, SQL or any mainframe) as well as all computer system designs, user interfaces, commented source code, explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, control logic and other computer formatting, programming or scripting code; (b) all inventions and discoveries, whether or not patentable, reduced to practice or recorded in a medium; (c) all published and unpublished works of authorship including audio-visual works, "look and feel," artwork, illustrations, images, photographs and printed or graphic matter; (d) all tangible materials, including all prototypes, models, designs, files, templates libraries (.dll or otherwise), tools, graphics, screen displays and/or their other user interface components or "look and feel" (as that phrase is understood and applied under Title 17 U.S.C.), creative content, algorithms, formulae data, information, reports and technologies; (e) business and technical requirements and system designs and architectures in any form or medium.

18.81 **"Receiving Party"** is defined in Section 11.1.

18.82 **"Regulated Information"** is defined in Section 11.5.

18.83 **"Regulation Compliant"** is defined in Section 14.1.13.

18.84 **"Renewal Period"** is defined in Section 16.1.

18.85 **"Residuals"** means any information in intangible form that is not protectable under copyright or patent law, or protected as a trade secret or other intellectual property right including any ideas, concepts, know-how or techniques contained therein.

18.86 **"Revision"** is defined in Section 2.3.

18.87 **"Security Breach"** means (i) unauthorized physical or technical access to any Contractor Computer System; (ii) any circumstance that may constitute or result in, any unlawful or unauthorized acquisition, access, loss, theft, use or disclosure of any Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties; (iii) any breach or attempted breach of the security of any Confidential Information, Regulated Information, or State Data, or of any of the controls of any of the Contractor Parties intended to protect the same; or (iv) any other circumstances or events that

could compromise the privacy or security of any of the Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties.

18.88 **"Service Level Agreements"** means the service levels to be maintained by Contractor throughout the Term as more fully described in a Services Order or Services Order Attachment.

18.89 **"Services"** is defined in Section 2.1.1.

18.90 **"Services Order"** means a written instrument signed by an authorized signatory of a State Entity and an authorized representative of Contractor substantially in the form of Exhibit C. Such Services Order will include any requirements, considerations, or objectives which differ from the general provisions of this Agreement and not otherwise address in a Solution Order; for example, the intent of the parties with respect to any rights to particular developments (intellectual property), specific Milestone Events and/or Milestone Dates and/or quality and warranty considerations, special fees, and all such other particular objectives, considerations, or requirements in conjunction with the delivery of Services by Contractor. Except as otherwise specifically provided in such Services Order, each Services Order shall be governed by the terms of this Agreement.

18.91 **"Services Order Attachment"** is defined in Section 4.4.

18.92 **"Site Specifications"** means the reasonable environmental specifications as relate to utilities, temperature, and humidity conditions, which Contractor suggests are maintained at the State Sites for efficient operation and use of the Solution at those State Sites.

18.93 **"Software"** is defined in Section 2.1.1.

18.94 **"Solution"** is defined in Section 1.1.

18.95 **"Solution Order"** is defined in Section 2.1.1.

18.96 **"Source Code"** means a copy of the complete source code corresponding to the object code of a given Deliverable, as applicable, plus any pertinent commentary or explanation (including any and all explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, and control logic) that may be necessary to render such source code understandable and useable by a reasonably trained computer-programming expert who is generally familiar with information technology systems in the financial and banking sectors. The source code shall include all Documentation, statements of principles of operation, and schematics, all as necessary or useful for the effective understanding and use of such source code. Insofar as the development environment employed for the development, maintenance, and implementation of any source code includes any device, programming, or Documentation not commercially available to State on reasonable terms through readily known sources other than Contractor, the source code shall include all such devices, programming, or Documentation. The foregoing reference to "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Contractor for the development, maintenance, and implementation of the applicable source code.

18.97 **"Special Programs"** is defined in Section 2.1.1(ii).

18.98 **"Specifications"** means the technical and business requirements of State described in a given Solution Order or Services Order, including all technical detail and design specifications, functionality matrices, requirements definition, request for proposals, proposals, gap analysis, requirements for project management, relevant project considerations, objectives, Milestone Events and/or Milestone Dates, and Performance Levels set forth therein.

18.99 **"Specifications Warranty"** is defined in Section 14.1.12(b).

18.100 **"State"** is defined in the initial paragraph of this Agreement.

18.101 **"State Contractor"** means any individual, corporation, limited liability company, partnership, limited partnership, business trust or other business organization duly recognized under the laws of its applicable jurisdiction that provides services to State or any other State Entity.

18.102 **"State Data"** is defined in Section 12.3.

18.103 **"State Entity"** means the State and the Counties.

18.104 **"State Relationship Managers"** is defined in Section 6.1.

18.105 **"State Site"** means the 159 locations of the State Entities at which the Solution is to be implemented and such other locations as may be designated by State from time to time.

18.106 **"Support Services"** is defined in Section 2.1.1(iii).

18.107 **"SVS"** is defined in Section 1.1.

18.108 [Reserved].

18.109 **"Term"** is defined in Section 16.1.

18.110 **"Termination Assistance"** is defined in Section 16.6.

18.111 **"Termination Assistance Period"** is defined in Section 16.7.

18.112 **"Third Party Licensed Programs"** means those Licensed Programs identified on the applicable Solution Order as being licensed by a Contractor Solution Partner.

18.113 **"Third Party Materials"** means all Proprietary Materials the Intellectual Property Rights for which are owned, by an individual or entity other than State Entities) and Contractor (including Contractor Affiliates).

18.114 **"Trade Secrets"** means any business, scientific or technical data, information, design, process, procedure, formula, or improvement that is commercially valuable to either party and is not generally known in the industry. Each party acknowledges that the Trade Secrets of the other party have been developed by that party at great expense and with the considerable effort of skilled professionals. Each party also acknowledges that the Services and Deliverables under this Agreement may of necessity incorporate Trade Secrets.

18.115 **"Training Services"** is defined in Section 4.2.

18.116 **"Transfer Control Laws"** is defined in Section 7.3.2.

18.117 **"Transition Plan"** is defined in Section 16.6.

18.118 **"Upgraded Solution"** is defined in Section 2.3.

[This space intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties have caused this Master Solution Purchase and Services Agreement to be executed by their duly authorized representatives as of the date first written above.

STATE OF GEORGIA **OFFICE OF THE SECRETARY OF STATE**	**Dominion Voting Systems, Inc.**
By: [signature] Name: BRAD RAFFENSPERGER Title: SECRETARY OF STATE Date: 8/12/2019	By: [signature] Name: John Poulos Title: President & CEO Date: 7/29/2019
By: [signature] Name: Gabriel Sterling Title: Chief Operating Officer Date: 8/9/2019	

LIBERTY VOTE

March 5, 2026

Fulton County, GA

Q00014119

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
Central Scanning: Absentee / Vote By Mail Hardware					
ICC G2140 Kit (3460 XE) v2	ICC G2140 Kit (3460 XE) v2 (4)	175-000252	4	$25,000.00	$100,000.00
				Sub-Total	**$100,000.00**
Support Services					
On-Site Services - Non-Election Day (/day)	If DVS install required - (4) @ 2 hours each	S00002	1.0	$2,200.00	$2,200.00
				Sub-Total	**$2,200.00**
Estimated Shipping					
Shipping (estimated)		S90000	1	$450.00	$450.00
				Sub-Total	**$450.00**
			Total Purchase Sub-Total		**$102,650.00**
			Year 1 Purchase Total		**$102,650.00**
Annual Licenses					
ImageCast Central Annual Firmware License - G2140		L00211	4	$2,575.00	$10,300.00
				Sub-Total	**$10,300.00**
Annual Warranties					
ImageCast Central Annual Hardware Warranty - G2140		W00054	4	$1,500.00	$6,000.00
				Sub-Total	**$6,000.00**
			Annual Fees		**$16,300.00**
			Total Cost of Contract		**$102,650.00**

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.
All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.
Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.
Annual warranties are optional. Consumable items are available for return 30 days from delivery.

We accept returns or exchanges for non-service items within 30 days of purchase. Items must be unused, in original packaging, and accompanied by a receipt or proof of purchase. Customized items and consumables are not eligible. For more details, contact your Sales or Customer Success Manager.

Signatures

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)

LIBERTY VOTE

March 9, 2026

Fulton County, GA

Q00014760

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
Central Scanning: Absentee / Vote By Mail Hardware					
ImageCast Central Scanner - DR-G2140		123-000481	3	$9,900.00	$29,700.00
				Sub-Total	**$29,700.00**
Support Services					
On-Site Services - Non-Election Day (/day)	Install of (3) Scanners	S00002	1.0	$2,200.00	$2,200.00
				Sub-Total	**$2,200.00**
Estimated Shipping					
Shipping (estimated)		S90000	1	$500.00	$500.00
				Sub-Total	**$500.00**
		Total Purchase Sub-Total			**$32,400.00**
		Year 1 Purchase Total			**$32,400.00**
Annual Licenses					
ImageCast Central Annual Firmware License - G2140		L00211	3	$2,575.00	$7,725.00
				Sub-Total	**$7,725.00**
Annual Warranties					
ImageCast Central Annual Hardware Warranty - G2140		W00054	3	$1,500.00	$4,500.00
				Sub-Total	**$4,500.00**
		Annual Fees			**$12,225.00**
		Total Cost of Contract			**$32,400.00**

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.
All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.
Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.
Annual warranties are optional. Consumable items are available for return 30 days from delivery.

We accept returns or exchanges for non-service items within 30 days of purchase. Items must be unused, in original packaging, and accompanied by a receipt or proof of purchase. Customized items and consumables are not eligible. For more details, contact your Sales or Customer Success Manager.

Signatures

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0216 **Meeting Date:** 4/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval to increase spending authority - Department of Real Estate and Asset Management, Omnia Partners Contract #240078, Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials in the amount of $30,000.00 with W.W. Grainger, Inc. (Norcross, GA), to allow the purchase of mission critical parts including pumps, valves, hydraulic and pneumatic cylinders and drives, hand tools, power tools, equipment and related items in support of DREAM Building Construction and Facilities Maintenance Divisions and other County-wide departments for timely response to applicable maintenance service requests. Effective upon BOC approval.

Requirement for Board Action
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background Approval to increase the spending authority to purchase maintenance, repair, operations (MRO) supplies, parts, equipment and related products used to support DREAM's Building Construction and Facilities Maintenance Divisions for the remainder of FY2026.

Scope of Work: The County utilizes this contract for mission critical parts, including pumps, valves, hydraulic and pneumatic cylinders and drives, hand tools, power tools,
equipment, materials, and related items to support DREAM Building Construction and Facilities Maintenance Divisions and other County-wide departments. All items mentioned are necessary components to maintain daily County facility operations.

The key benefits of this contract include the following:

29 key categories represented with a minimum discount of 5% off Grainger Contract

- Nationwide 3,600 item Core List of most frequently purchased items
- KeepStock® - A Managed Inventory Solution
- One-stop purchasing
- Local stocking
- On-hand inventory reduction
- Broad assortment of supplies with same-day shipping
- 24/7 online ordering on grainger.com/omnia
- Dedicated Grainger Government sales team
- No minimum order limits
- Same day order or next day morning pickup.
- After-Hours Emergency Service via the toll-free number 1-800-CALL-WWG (1-800-225-5994) to Grainger Call Centers during nights and weekends.

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to increase spending authority in the amount of $30,000 to cover the costs for mission critical parts including pumps, valves, hydraulic and pneumatic cylinders and drives, hand tools, power tools, equipment, and related items to support, DREAM Building Construction and Facilities Maintenance Divisions and other County-wide departments for the remainder of FY2026. All items mentioned are necessary to maintain daily County facility operations.

This increase in spending authority will also support pending requests from County departments to replace high-value items sustaining operations failures (such as ice makers) which may be available through this contract with a cost benefit to the County.

Project Implications: This cooperative purchasing contract provides the necessary maintenance, repair, operating (MRO) supplies and related products on an-as needed basis for the DREAM's Building Construction and Facilities Maintenance Divisions to perform maintenance and repair services to all Fulton County facilities

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this increase in spending authority is not approved there may be a delay in the availability of required parts and materials obtained through this contract for DREAM to

complete County-wide maintenance, repairs, and service requests for the remainder of FY2026.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369		$100,000.00
Increase Spending Authority			$30,000.00
Total Revised Amount			$130,000.00

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: Cooperative Contract #240078

Contact Information

Joseph N. Davis, Director, Department of Real Estate of Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$100,000.00
Previous Adjustments:	$0.00
This Request:	$30,000.00
TOTAL:	$130,000.00

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 26-0216 **Meeting Date:** 4/15/2026

100-520-5222-1450: General, Real Estate and Asset Management, Equipment

Key Contract Terms	
Start Date: Upon Approval	**End Date:** 12/31/2026
Cost Adjustment: $30,000	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Report Period Start:
N/A

Report Period End:
N/A

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: 240078

RFP Issued: February 7, 2024

Pre-Proposal Date: February 20, 2024

Response Due Date: March 28, 2024

Proposals Received: #5

Awarded to: W. W. Grainger, Inc.

The City of Tucson, AZ Business Services Department, Shared Services – Procurement issued RFP #240078 on February 7, 2024, to establish a national cooperative contract for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services.

The solicitation included cooperative purchasing language in **Section C.2, National Cooperative Contract – OMNIA Partners**:
*The City of Tucson, AZ, as the Principal Procurement Agency, defined in **ATTACHMENT E**, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on **ATTACHMENT E**, or as otherwise agreed to. **ATTACHMENT E** contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson website/OpenGov
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On March 28, 2024 proposals were received from the following offerors:

- Geary Pacific Supply
- Interplay Learning, Inc.
- W. W. Grainger, Inc.
- Hi-Line Electric Co.
- Mallory Safety & Supply

The proposals were evaluated by an evaluation committee. Interplay Learning, Inc. was determined to be non-responsive. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with W.W. Grainger, Inc. and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses

The City of Tucson, OMNIA Partners and W.W. Grainger, Inc. successfully negotiated a contract, and the City of Tucson executed the agreement with a contract effective date of January 1, 2025

Contract includes:

- Nearly 2 million available products and approximately 4,000 sales representatives
- Grainger.com website and Branch/Store ordering service channels available
- Direct-to-Customer and Physical Pickup fulfillment options
- Customer Managed Inventory (CMI) and Vendor Managed Inventory (VMI)
- Product sourcing, consulting services
- Additional incentives for annual volume purchases

Term:

Initial three-year agreement from 1/1/2025 through 12/31/2027 with the option to renew for two (2) additional one-year periods through 12/31/2029.

Pricing/Discount:

Category discounts range from 5% to 32% off catalog prices

CITY OF TUCSON

Contract No. 240078 - 01

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

Vendor: W.W. Grainger, Inc.

Table of Contents

1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
2. City's Intent to Negotiate/BAFO Request
3. Vendor's Response to RFP No. 240078
4. RFP No. 240078
5. Insurance

CITY OF TUCSON

1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager
(520) 837-4137
Matthew.Sage@tucsonaz.gov

August 14, 2024 Sent this day via email: Ken.White@grainger.com

Ken White
National Government Sales Manager
Grainger
100 Grainger Parkway
Lake Forest, IL 33544-7925

RE: City of Tucson RFP No. 240078, Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials – Letter of Concurrence

Dear Mr. White:

Based upon the previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in the document, Grainger must specify such in a written response to this request.

The following contract modifications/clarifications have been accepted and agreed to by the City of Grainger:

1. **Best and Final Pricing**:
   Pricing shall be as per the attached Price Page submitted by Grainger on May 31, 2024.

2. **City of Tucson and OMNIA Partners Negotiated Terms and Conditions:**
   The agreed upon Terms and Conditions for the City of Tucson and OMNIA Partners is attached to this letter.

3. **Order of Precedence.**:
   The order of precedence for documents shall be delineated in the following order:
   1) Letter of Concurrence
   2) Negotiated Terms and Conditions, Revised August 14, 2024
   3) Best and Final Price Page submitted by Grainger on May 31, 2024
   4) Grainger's response to City's Intent to Negotiate/Best and Final Offer (BAFO)
   5) City's Intent to Negotiate/BAFO Request
   6) Grainger's response to City's Request for Proposal (RFP) No. 240078
   7) RFP No. 240078

This Letter of Concurrence is not an intent to award a contract and does not establish a contractual relationship between the firm and the City.

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager
(520) 837-4137
Matthew.Sage@tucsonaz.gov

Please signify your concurrence by signing this document and returning to my attention via e-mail at Matthew.Sage@tucsonaz.gov on or before **Thursday, August 15, 2024**, **at 5:00 p.m.** local Arizona time. If you have any questions regarding this letter, please contact me via e-mail or via my direct phone at (520) 837-4137.

Concurrence by W.W. Grainger, Inc.:

Ken White 8/15/2024
Authorized Signature Date

Ken White
Printed Name

Concurrence by City of Tucson:

Matthew Sage 8/16/24
Authorized Signature Date

Matthew Sage
Printed Name

Sincerely,

Matthew Sage

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager

Attachments: City of Tucson and OMNIA Partners Negotiated Terms and Conditions, Revised August 14, 2024, Price Page submitted by Grainger on May 31, 2024.

CITY OF TUCSON CONTRACT

Negotiated Terms and Conditions, Revised August 14, 2024

C. SCOPE OF WORK

C.1.A.7 – WARRANTY

Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects for no less than one (1) year from the date the equipment is delivered or if installation is required, installed. In all instances, the Warranty period will begin no later than thirty (30) days following delivery of equipment or as otherwise mutually agreed upon. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to specified specifications. Please see Grainger's City of Tucson technical response, Section 3. Services., iii., 8th Para. for additional Grainger Warranty Terms and Conditions.

C.1.B.3 – DEFECTIVE PRODUCT

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re- shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification or a mutually agreed upon timeframe.

C.1.B.4 – PRICING

Market Basket product Prices and category contract discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve- month period following contract award. Where applicable, Contract pricing shall be determined by applying Offerors discounts to Offeror's Contract Reference Price ("CRP"), i.e., contract catalog list price, at time of purchase.

G. SPECIAL TERMS AND CONDITIONS

G.2 – FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination. Standard ground freight shipments paid by Contractor on all catalog product orders to the delivery location designated. All other freight charges imposed by freight carrier related to shipment of oversize, special handling, expedited or hazmat product(s) are paid by City/Member. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City/Member will assist the Contractor in arranging for inspection.

G.3 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications". Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

G.4 – PRICE ADJUSTMENT

At least 60 (sixty) days before the end of the Contract first year and every subsequent Contract anniversary, Contractor may submit to the Contract Officer a request for price adjustments to Contractor's Market Basket offering. Based on documented increased Contractor costs, and the City may, at its discretion, make price adjustments, which will take effect on the Contract anniversary date and shall apply during the course of the subsequent Contract year. extension term. If Contract price adjustments are not approved, Contractor may, at its sole discretion, remove product from its Contract Market Basket offering.

I. STANDARD TERMS AND CONDITIONS

I.20 – INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all third-party allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or to the extent arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

I.30 – FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results

to City. The audit must be performed by a qualified, independent accounting firm or equally as qualified Contractor internal audit resources and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City once Contractor is afforded a reasonable amount of time to validate City audit findings. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

OMNIA PARTNERS AGREEMENT

PPA ATTACHMENT F – EXHIBIT A

SUBSECTION 1.4., AWARD BASIS., 2ND PARAGRAPH

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed expiration or termination of the Master Agreement . Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, provided the purchase order was accepted by the Supplier prior to expiration or termination of the Master Agreement.

SUBSECTION 1.5., OBJECTIVES OF COOPERATIVE PROGRAM

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as one of the Supplier's primary go to market strategy to Public Agencies nationwide;

SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.1., CORPORATE COMMITTMENT

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategyies for Public Agencies, (3) the Master Agreement will be promoted as one of Supplier's "go to market" strategies to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and…

SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.2, PRICING COMMITMENT

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Participating Public Agencies, absent Participating Agency pricing, discounts and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.

SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.3., SALES COMMITMENT

Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., A.i., MARKETING AND SALES

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of supplier's primary go to market strategies for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as one of the public sector go-to-market strategies within first 10 days…

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., C., MARKETING AND SALES

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., E.ii., MARKETING AND SALES

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

ii. Pricing, discounts, and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., J. MARKETING AND SALES

State the amount of Supplier's Public Agency sales for the previous fiscal year and percent of total prior year sale.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., L., MARKETING AND SALES

Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one

$ .00 in year two

$ .00 in year three

Supplier does not guarantee minimum Contract Sales, but affirms it will perform in accordance with terms and conditions while promoting this Contract as one of its "go to market" strategies to Public Agencies, including existing customers.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., M., MARKETING AND SALES

Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

PPA ATTACHMENT F – EXHIBIT C

MASTER INTERGOVERNMENTAL COOP PURCHASING AGREEMENT, EXAMPLE; EXHIBIT C, SUBSECTION 8

The Procuring Party shall now use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

PPA ATTACHMENT F – EXHIBIT F

EXHIBIT F., TO WHOM IT MAY CONCERN

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement. This form should be completed and returned.

EXHIBIT F., SIGNATURE BLOCK

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above, provided, Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

EXHIBIT F., SIGNATURE BLOCK FOLLOWING SUBSECTION 10. CLEAN WATER STATE REVOLVING FUNDS

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this, provided, Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

FTA TERMS AND CONDITIONS.PDF., PAGE 55-57/63

Certifications. Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

CITY OF TUCSON

2. City's Intent to Negotiate/BAFO Request

LETTER OF INTENT TO NEGOTIATE

May 22, 2024 Sent this day via email: Ken.White@grainger.com

Ken White
National Government Sales Manager
Grainger
100 Grainger Parkway
Lake Forest, IL 33544-7925

RE: City of Tucson RFP #240078; Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials – Intent to Negotiate

Dear Mr. White:
The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your Proposal / Letter of Clarification and Exception:
    a. Request for Proposal, Section C., Scope of Work, Subsection C.1.B.3 Defective Product.
    b. Request for Proposal, Section C., Scope of Work, Subsection C.1.B.4 Pricing.
    c. Request for Proposal, Section G., Special Terms and Conditions, Subsection G.3, Federal Transit Administration (FTA) Requirements.
    d. Request for Proposal, Section G., Special Terms and Conditions, Subsection G.4, Price Adjustment.
2. At this time, the City requests additional clarification and justification on the following exceptions, at this time, the City has not accepted the following:
    a. Request for Proposal, Section C., Scope of Work, Subsection C.1.A.7. Warranty.
    b. Request for Proposal, Section G., Scope of Work, Subsection G.2., FOB Destination Freight Prepaid.
    c. Request for Proposal, Section I, Special Terms and Conditions, Subsection I.20., Indemnification.
    d. Request for Proposal, Section I., Special Terms and Conditions, Subsection I.30.E., Financial Records and Audits.
3. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F – Exhibit A – Response for National Cooperative Contract.
4. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F – Exhibit B – Administration Agreement, Example
5. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F –

LETTER OF INTENT TO NEGOTIATE

Exhibit C – Master Intergovernmental Coop Purchasing Agreement, Example

6. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F – Exhibit F – Federal Funds Certifications
7. The City requests a Best and Final response to the Pricing. Please complete the attached Price Page.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Matthew.Sage@tucsonaz.gov onor before May 31, 2024, at 4:00 p.m. Please contact me via e-mail or at (520) 837-4081 with questions regarding the items above.

Sincerely,

Matthew Sage

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager
Business Services Department

Cc: Omnia Partners

Attachments: Three (3)
Grainger Exceptions
Exceptions Matrix
Best and Final Price Proposal

CITY OF TUCSON

3. Vendor's Response to RFP 240078



City of Tucson

Maintenance Repair & Operations (MRO) Supplies, Parts, Equipment & Materials

REQUEST FOR PROPOSAL #240078

Supplies and Solutions for Every Industry®

SUBMITTED BY:

Ken White
National Government Sales Manager
W.W. Grainger, Inc.
Ken.White@grainger.com
720-988-7669

March 28, 2024



GRAINGER.COM® | 1.800.GRAINGER

CITY OF TUCSON

REQUEST FOR PROPOSAL

240078

MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, AND MATERIALS

Due Date: Thursday, March 28, 2024

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/62080

PUBLISH DATE: February 7, 2024

Attachments:
A - OFFER_AND_ACCEPTANCE_RFP
E - RFP 240078_Attachment E_OMNIA_Final
G - FTA TERMS AND CONDITIONS
H - 240078, Attachment H, Price Page

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240078

TITLE: Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

SUBMITTAL DUE DATE: Thursday, March 28, 2024 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Tuesday, February 20, 2024

TIME: 10:00 am LOCAL AZ TIME

LOCATION: MICROSOFT TEAMS VIRTUAL MEETING

Meeting ID: 245 258 888 266
Passcode: S5V3ke

Or call in (audio only)
+1 213-293-2303,,535442474# United States, Los Angeles
Phone Conference ID: 535 442 474#

QUESTIONS SHALL BE DIRECTED TO: Matthew Sage
(520) 837-4081
matthew.sage@tucsonaz.gov

Posted Date: Wednesday, February 7, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson is requesting proposals from qualified and experienced firms to provide **MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES**. The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products and services for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials and related services.

B.2. Contact Information

Matthew Sage
Procurement Manager
Email: matthew.sage@tucsonaz.gov
Phone: (520) 837-4081
Department:
Business Services

B.3. Timeline

Release Project Date	February 7, 2024
Pre-Proposal Meeting (Mandatory)	February 20, 2024, 10:00amhttps://teams.microsoft.com/l/meetup-join/19%3ameeting_ODc2OWYzYmQtZGIyNi00YWY2LTljMjYtYTMyZWY1NjhhYjA2%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%221dce1b86-387e-4e62-b197-798ed1fc7c55%22%7d
Question Submission Deadline	March 7, 2024, 4:00pm
Proposal Submission Deadline	March 28, 2024, 2:00pm

C. SCOPE OF WORK

C.1. General Requirements

A. **GENERAL REQUIREMENTS**

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
   a. Have a strong national presence in the MRO supply industry.
   b. Have a distribution model capable of delivering products nationwide.
   c. Have a demonstrated sales presence.
   d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
   e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. The Contractor should be able to provide a usage report by department. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold, and total spend by department, division, ordering entity, etc.
3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. To be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY**: For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.
6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.
7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also

guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

B. **PRODUCT REQUIREMENTS:**

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.
   a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
   b. **Electrical Supplies –** Distribution, controls, wire, cable, voice & data and supplies.
   c. **Lighting –** Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
   d. **Tools –** Hand, power, outdoor and automotive tools and tool storage.
   e. **Measuring Tools & Test Instruments –** Calipers, gauges, inspection, micrometers and multimeters.
   f. **Pneumatic –** Pneumatic tools and system components, air compressors and hydraulics.
   g. **Machining and Cutting Tools –** Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
   h. **Material Handling, Storage and Packaging –** Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
   i. **Welding –** Welding equipment and supplies.
   j. **Fasteners and Adhesives –** Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
   k. **Lubricants, Sealants and Paint -** Grease, oil, penetrates sealants, caulk and paint.
   l. **Safety and Security Supplies –** Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
   m. **Cleaning Equipment and Supplies –** Chemicals, equipment, restroom, paper, waste containers, cleaning.
   n. **HVAC Supplies –** Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
   o. **Pumps and Plumbing –** Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
   p. **Emergency Preparedness –** Sandbags, first-aid supplies, disaster recovery products etc.
   q. Other Categories
2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing

purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
4. **PRICING:** Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
6. **COMPLETE PRODUCT OFFERING/BALANCE OF LINE**: Each Contractor awarded an item under this solicitation may offer their complete product and service offering/balance of line.

C. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to, the following.

1. **Sourcing:**
   a. from non-catalog suppliers,
   b. of line card extensions of catalog suppliers,
   c. for custom products, and
   d. or OEM repair parts and accessories.
2. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.
3. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.
4. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines.
5. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
6. **Green/Sustainability Program:**

a. Policies: Efforts and policies pertaining to green and sustainability.
b. Products: Impact on product offerings.
c. Distribution: Impact in distribution.
d. Recycling of Lamps: The ability to recycle lighting and electronic products.
e. Lighting and Energy Audits: The ability to perform lighting and energy audits.
f. Certifications: The industry recognized certifications and standards obtained.

7. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
8. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
9. **Consulting Services:** Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.
10. **Other Services:** Other value-add services not included in above categories.

C.2. National Cooperative Contract - OMNIA Partners

The City of Tucson, AZ, as the Principal Procurement Agency, defined in **ATTACHMENT E**, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on **ATTACHMENT E**, or as otherwise agreed to. **ATTACHMENT E** contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the

Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents **(ATTACHMENT E).**

Although the scope of work reflects the needs and requirements of the City of Tucson, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive product line nationally. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The City of Tucson anticipates spending approximately $4 million over the full potential Master Agreement term for MRO Supplies and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of MRO Supplies and Related Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $250 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:
City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant:A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at https://procurement.opengov.com/portalucson-az and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."

C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.

D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.

F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: https://procurement.opengov.com/portalucson-az.

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.

C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at https://procurement.opengov.com/portalucson-az.

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.

B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

A. Waive any immaterial defect or informality; or

B. Reject any or all submittals, or portions thereof; or

C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at https://procurement.opengov.com/portalucson-az/contracts

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. The solicitation or Contract number;

D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

E. The form of relief requested.

Contents: Evaluation Criteria

Executive Summary **3**

1. Method of Approach **6**

a. Method of Approach 6

1. Product 6
2. Services 15
3. Ordering & Invoices 34
4. Other/Value Add 40

2. Price Proposal **43**

A. Price Proposal 43

3. Qualifications & Experience **47**

A. Qualifications and Experience 47

1. Company History 47
2. 3-Year Annual Sales 47
3. Experience and National Presence 47
4. Total Number & Locations of Salespersons 48
5. Number & Location of Support Centers 49
6. Team Member Qualifications 49
7. Key Personnel 50
8. Experience & References 50
9. Additional Information 51

Appendix **54**

CONFIDENTIALITY

Information contained in this proposal is owned by W.W. Grainger, Inc.(“Grainger”). Sections redacted are Confidential and Proprietary, Trade Secret protected . The contents of this proposal are solely intended for use by the City of Tucson / OMNIA Partners or Members to assist in the evaluation of Grainger’s proposal and subsequent ordering of products from Grainger and may not be disclosed to any person not an employee of the City of Tucson / OMNIA Partners and Members without the prior written consent of Grainger.

This proposal will remain valid for 90 days from date of submission. After 90 days, if the offer is not accepted as stated, Grainger reserves the right to rescind or adjust this offer with no obligation to the City of Tucson / OMNIA Partners or Members.

If Grainger experiences a material increase in its cost to supply any Catalog Product as a result of, among other things, changes in laws or regulations, impositions of tariffs, increases in commodity prices, extraordinary events (e.g., COVID-19 pandemic) that significantly impact the global supply chain, or other changes in conditions not reasonably foreseeable to Grainger and following notice to the City of Tucson / OMNIA Partners, Grainger reserves the right to revise proposal prices.

Executive Summary

March 28, 2024

Mr. Matthew Sage
Procurement Manager
City of Tucson
Business Services Department
Shared Services Procurement Division
255 W, Alameda, 6th Floor
Tucson, AZ 85701

Re: Response of W.W. Grainger, Inc. to Request for Proposal 240078, Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

Dear Mr. Sage:

On behalf of W.W. Grainger, Inc.'s (Grainger), we value the opportunity to provide our response to Request for Proposal (RFP) 240078 addressing Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment and Materials. Over the past thirteen years, we have been privileged to partner with the City of Tucson, OMNIA Partners, and OMNIA Members in helping keep citizens and employees safe and facilities well-maintained.

Global Overview

Founded in 1927, Grainger is North America's largest MRO distributor. We are a leading broad line distributor of Maintenance, Repair, and Operating products and services determined to Keep the World Working® through innovative technology solutions and deep customer relationships.

In 2023, our go-to-market models allow us to serve the varying needs of our diverse customer base as we generated $16.5B in total company revenue. We achieved this by serving more than 4.5M active customers, with more than 26K team members, over 30M products offered globally, and with 34 total distribution centers in our entire network.

Grainger's Work with the City of Tucson and OMNIA Partners

[redacted] continuing trend is growth in local government participation. Of particular note, the City of Fort Worth and the Denver Housing Authority are Members who joined City of Tucson OMNIA Partners during the agreement's term.

Grainger leverages its deep Government knowledge to curate offers that represent the most critical products, services, and data analytics to anticipate the needs of your agencies. From the planned preventive maintenance programs within Public Works, to the unexpected consequences of natural disasters, Grainger's technical expertise, product breath, and supply chain resiliency will support your comprehensive needs.

Grainger is also prepared to support the business continuity and integrity of the City's infrastructure, data, and procurement processes. Our investments in ethics and compliance training, cybersecurity, and contract life-cycle management make Grainger the best choice to meet the evolving business challenges facing MRO acquisition.

Global Scale with Localized Support

In North America, we have nearly 2M available products that we bring to market with approximately 4K sales representatives that we couple with digital solutions, to drive deep customer relationships. We offer both digital and physical channels to service customers based on a wide range of preferences.

- **Digital Channels:** Our Grainger.com website is the 11th largest eRetail site in North America and offers curated product information and search. We also offer integrated software for customers with a more complex procurement processes. And when inventory management is a need, we offer our full suite of solutions that include, Customer Managed Inventory (CMI), Vendor Managed Inventory (VMI), Vending Machines, On-Site Branches/Stores, and Consignment.
- **Physical Channels:** For those customers who need to call or stop by and talk with a product expert, we offer Phone and Branch/Store service channels. Our team members offer strong technical knowledge across a wide range of product categories and are always ready to serve MRO customers in need.

Our industry leading fulfillment capabilities across North America, further set up apart from the competition and can be thought of in two ways:

- **Direct-To-Customer:** 14 distribution centers and our KeepStock Inventory Management solutions bring products to our customers.
- **Physical Pickup:** we offer 250 branches/stores when customers need same day will call service; each branch/store is outfitted with thousands of items, curated to meet local market needs and serve as hundreds of mini distribution centers to further serve customers.

When customers are looking for a partner that reliably delivers during their time of need, they often choose Grainger. Whether it is a large, complex customer like the Federal Government, in need of a multi-channel, end-to-end MRO partner, or relatively smaller, less complex customer like a local fire department looking for a one-stop, online platform, Grainger earns the repeat trust of customers for two key reasons:

- **Our reputation for best- in- class customer experience:** we have what MRO customers need, we make it easy to find, we get it to customers fast and accurately, and we make it easy to receive, pay, and if necessary, return or exchange.
- **Our reputation for offering tangible value:** we aim to know our customer's business, simplify the procurement and purchasing process, deliver and document tangible cost savings, and help customers reduce tying up cash and space in on-hand inventory.

Pricing and Incentives

We are confident that Grainger's pricing and incentive offer for the City of Tucson/OMNIA Partners is not only broad and competitive, but also is value-added and innovative. It covers all MRO categories nationwide and offers a variety of options to suit Member needs. Our offer includes extensive availability of exact match market basket items, functional alternatives, and Grainger's full catalog including services, all at competitive prices. Members can also benefit from an incentive program that drives contract adoption and financial benefit across their entire organization.



[redacted]

Grainger's pricing and incentive offer to all other contract Members is comprehensive as well. Our offer features market leading value to include competitive pricing, an expanded category discount program, and an incentive program for City of Tucson/OMNIA Partner members. We believe this differentiated investment towards **all** OMNIA partners coupled with the unique and additional incentives for the City of Tucson will provide the most meaningful solution to optimize our growth together.

We have crafted our offer with the aim of retaining existing Members and attracting new ones. Our offer features competitive pricing, an expanded category discount program, and an innovative incentive program for City of Tucson/OMNIA Partners. [redacted]

Grainger's aim is always to promote a balance of fairness on both sides and to provide the most valuable contract to the participating members and to drive unparalleled value. If there are other means we may provide incentives to the City of Tucson in addition to those presented, we are committed to further discussions.

***

Our work supporting the City of Tucson and OMNIA Partners is the highest of priorities. Grainger will continue to serve to understand the mission and challenges of each City of Tucson Departments and Agencies and replicate that commitment across all OMNIA Members.

Thank you for considering our proposal.

Respectfully,

Ken White

Ken White
National Government Sales Manager
W.W. Grainger, Inc.
Ken.White@grainger.com
720.988.7669

***

Grainger has a long and proud history of supporting OMNIA Partners, the lead agency of the City of Tucson and all its corresponding contract members to keep people safe and facilities well maintained. We are honored and privileged to continue to support these values. These numbers illustrate our commitment.

***

[redacted]

1. Method of Approach

a. Method of Approach

1. Provide A Response to The National Program

a. Include a detailed response to Attachment F, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Grainger has completed a response to Attachment F, Exhibit A

b. The successful offeror will be required to sign Attachment F, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Grainger has reviewed Attachment F, Exhibit B, OMNIA Partners Administration Agreement. Proposed exceptions have been provided.

c. The successful offeror will be required to fill out Exhibit F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response.

Grainger has completed Attachment F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response.

d. Describe and provide an example of any additional agreements that may be required for Participating Public Agencies.

Please see Section 3 Services for new participating public agency affiliation guidance.

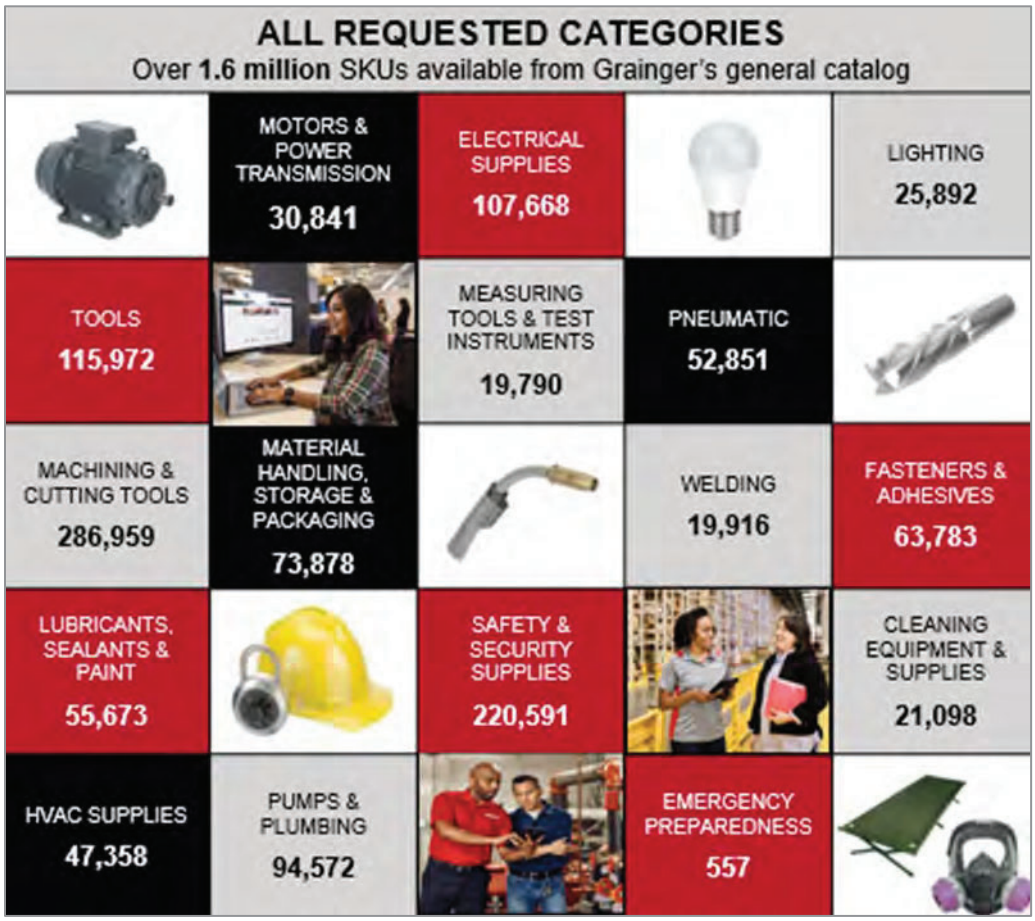
1. PRODUCT

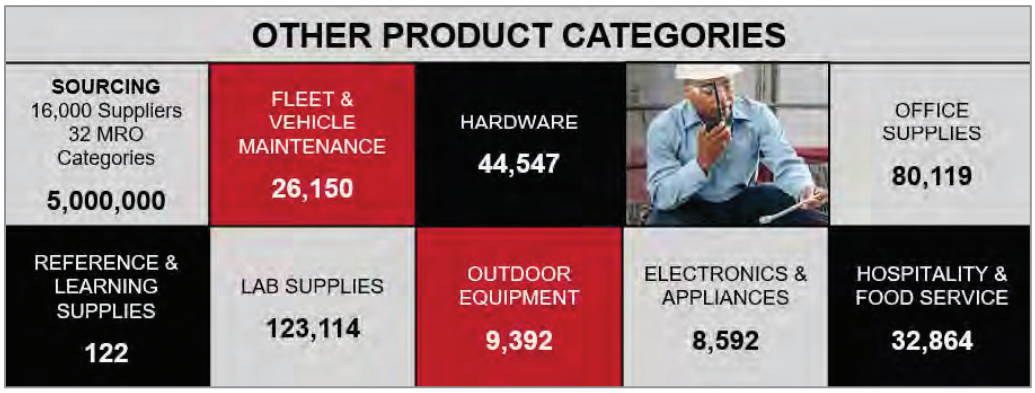
a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

i. Identification and description of product categories offered

Grainger's strategy is to distribute the broadest line of MRO products and service categories that assist small, medium, and large commercial, government and institutional customers. Our customers see us as a single solution with more than 1.6 million commercial off-the-shelf (COTS) products and services across more than 32 categories. We are authorized by more than 4,500 large and small businesses in the US to distribute their products.

The Table below presents Grainger's categories and the number of SKUs responding to those categories referenced in the RFP Scope of Work, Product Requirements at RFP, page 7. Additional categories are also provided. This presentation is based on Grainger's category hierarchy and subcategory description. Note that some Grainger categories overlap with those enumerated in the RFP.





ii. Identification and description of subcategories

Based on Grainger's category hierarchy and subcategory description, presented in the chart below are subcategories for each required category listed in the RFP. Note that the k*ey subcategories listed are representative and not inclusive of the*

entire available subcategories.

iii. Identification and description of manufacturers within each sub-category

Grainger has **over 5,000 manufacturers and suppliers,** noted below across our categories,

REQUESTED Products The sub-categories & key manufacturers listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.					
Category		**Key Sub-Categories**		**Key Manufacturers**	
	**Motors & Power Transmission** 25 Subcategories ~ 81 Manufacturers	- General - Definite Purpose - HVAC Motors - Gear Motors - Bearings	- V-Belts & Accessories - Sheaves & Pulleys - Shaft Couplings, Collars & Universal Joints - Power Transmission Belts - Speed Controls	- Contitech, Inc. - Dayton - SKF - TB Woods - Century	- Titan - WEG - Trane - Baldor Electric - Marathon Motors
	**Electrical Supplies** 35 Subcategories ~ 240 Mfr. / Suppliers	- Distribution - Controls - Wire - Cable - Voice & Data Supplies	- Switches - Starters & Contactors - Fuses, Relays, Plugs, & Receptacles - Wire Management & Connectors - Extension Cords & Outlet Strips	- Buyers Products - Bussman - Hubbell - Power First - Panduit	- Square D - GE - Schneider - Southwire - Raco
	**Lighting** 17 Subcategories ~ 108 Manufacturers	- Lamps - Ballasts - Fixtures - Task Lighting - Flashlights & Batteries	- Lighting Controls & Control Systems - Bulb & Lamp Recycling - Emergency Lighting & Exit Signs - Indoor LED Light Fixtures - Job Site Lighting	- Current powered by GE - Philips - Streamlight - Lithonia Lighting - Advance	- Lutron - Southwire - Procell - Maxlite - Energizer
	**Tools** 50 Subcategories ~ 286 Manufacturers	- Hand Tools - Power Tools - Outdoor Tools - Automotive Tools - Tool Storage	- Hammers & Striking Tools - Plumbing Tools - Demolition Tools & Equipmemt - Finishing Tools - Electrical Tools	- Proto - Westward - Milwaukee - Channellock - Rigid	- DeWALT - Greenlee - Makita - Porter Cable - ECHO
	**Measuring Tools & Test Instruments** 28 Subcategories ~ 150 Manufacturers	- Calipers - Gauges - Inspection - Micrometers - Multimeters	- Pressure & Vacuum Measuring - Electrical Power Testing - Temperature & Humidity Measuring - Nonelectrical Properties Testing - Data Recording	- Stanley - Westward - Starrett - Klein Tools - Mitutoyo	- Ashcroft - Fluke - FLIR - Extech - Triplett
	**Pneumatics** 13 Subcategories ~ 117 Manufacturers	- Pneumatic Tool & System Components - Air Compressors - Hydraulics - Pneumatic Hose Fittings & Couplings - Compressed Air Treatment	- Hydraulic Hose Fittings & Couplings - Hydraulic Filtration - Hydraulic Valves - Hydraulic Hoses - Distribution Equipment	- Dyna-Con - Speedaire - Bostitch - Ingersoll Rand - Chicago Pneumatic	- Parker - Aeroquip - Enerpac - Greenlee
	**Machining & Cutting Tools** 69 Subcategories ~ 170 Manufacturers	- Drill Bits - Taps & Dies - Blades - Counterbores & Countersinks - Abrasives	- Threading - Milling - Sanding Disks & Kits - Cut-Off & Grinding Wheels - Sanding Belts & Kits	- Chicago-Latrobe - CLE-Line - Cleveland - Widia - Greenlee	- Dykem - Irwin - Dewalt - Norton - 3M
	**Material Handling, Storage & Packaging** 62 Subcategories ~430 Manufacturers	- Ladders - Hoists - Shelving - Strorage - Furniture	- Packaging - Casters - Carts & Trucks - Drums - Pallet Jacks	- Werner - Cotterman - Bil-Jax - Albion - Shepherd Caster	- Husky - Tennesco - Eagle - Rubbermaid - Metro
	**Welding** 24 Subcategories ~ 70 Manufacturers	- Welding Equipment & Supplies - Filler Metals - Welding Safety Equipment - Soldering - TIG Welding & Accessories	- MIG Welding & Accessories - Welding Supplies - Plasma Cutting & Accessories - Welding Cables Grounds & Accessories - Welding Chemicals	- Victor - Bernzomatic - Turbotorch - Westward - Lincoln	- Miller - Lincoln - Harris - Weller - Continental
	**Fasteners & Adhesives** 26 Subcategories ~103 Manufacturers	- Nuts, bolts, washers, screws - Hooks, flat stock - Raw Materials (Metal, Rubber, Plastic) - Glue & Cement	- Tapes - Threadlockers - Adhesives & Glue - Concrete, Asphalt & Masonry - Dispensing Guns	- Tamper-Pruf Screw - Foreverbolt - Disc-Lock - Loctite - Anti-Seize Technology	- 3M - DAP - J-B Weld - Titebond - Sakrete

REQUESTED Products continued

The sub-categories & key manufacturers listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.

	**Lubricants, Sealants & Paint** 25 Subcategories ~148 Manufacturers	- Grease - Oil - Penetrates Sealants - Caulk - Paint	- Lubricants - Oilers, Reservoirs & Sprayers - Grease Feeders & Precision Metering Pumps - Stains & Equipment - Paint Booths, Paint Sprayers & Tools	- DAP - GE - Dow Corning - CRC - LPS	- Armstrong - Rusto-Oleum - Krylon - LDI Industries - Westward
	**Safety & Security Supplies** 59 Subcategories ~ 450 Mfr. / Suppliers	- Spill Containment & Storage - Fire Protection - Personnel Protection Equipment (PPE): Eye, foot, workwear, hearing, hand, head & respiratory - Instrumentation	- Signs, labels, tags & security - Door & Window Security - Alarms & Warnings - Video Surveillance - Access Barriers & Crowd Control	- Tough Guy - National Guard - Condor - Ironclad - New PIG - Rubbermaid	- Dunlop - Talon Trax - Brady - Tapco - Carhartt - Eagle
	**Cleaning Equipment & Supplies** 17 Subcategories ~ 300 Manufacturers	- Chemicals - Equipment - Restroom - Paper - Waste Containers	- Cleaning - Odor Control - Janitorial Carts & Supply Holders - Trash Bags - Waste Containers	- Diversey - Tough Guy - 3M - Dayton - Sanitaire	- Rubbermaid - Georgia Pacific - Kimberly Clark - Zep - Lysol
	**HVAC Supplies** 27 Subcategories ~ 270 Manufacturers	- Controls - Heaters - Air Conditioning - Air Treatment - Fans	- Ventilators - Blowers - Central Equipment - Air Filters - HVAC Controls & Thermostats	- Air Handler - Johnson Controls - Dayton - Nu Calgon - Honeywell	- Siemens - RobertShaw - Friedrich - Movincool - Air King
	**Pumps & Plumbing** 60 Subcategories ~ 320 Manufacturers	- Submersible, Centrifugal, Water System & Displacement Pumps - Pipe, Valves, Heaters, Coolers, Filtration & Faucets - Pipe Fittings & Couplings - Pipe & Tubing	- Tube Fittings - Toilets, Urinals, & Repair Parts - Faucets, Hose Bibs, & Hydrants - Shut-Off Valves - Drum Pumps - Sump, Effluent & Sewage Pumps	- Parker - Zurn - Sloan - Viega Propress - American Standard	- Chicago Faucets - Zoeller - Little Giant - Bell & Gossett - Little Giant
	**Emergency Preparedness** 26 Subcategories ~ 59 Manufacturers	- Sand Bags - First Aid Supplies - Diaster Recovery Products - Emergency Water & Food Rations - Decontamination Shower	- Incident Command & Triage Supplies - Emergency Response Cots & Beds - Earthquake Safety Devices - Off-Grid Energy Equipment & Accessories - Emergency Lightstick	- Quick Dam - Quakehold - Chemlight by Cyalume Technologies - Pig - Aquasafe	- Snaplight (Cyalume Technologies) - Disaster Management Systems - Ready America - Mayday - AbilityOne

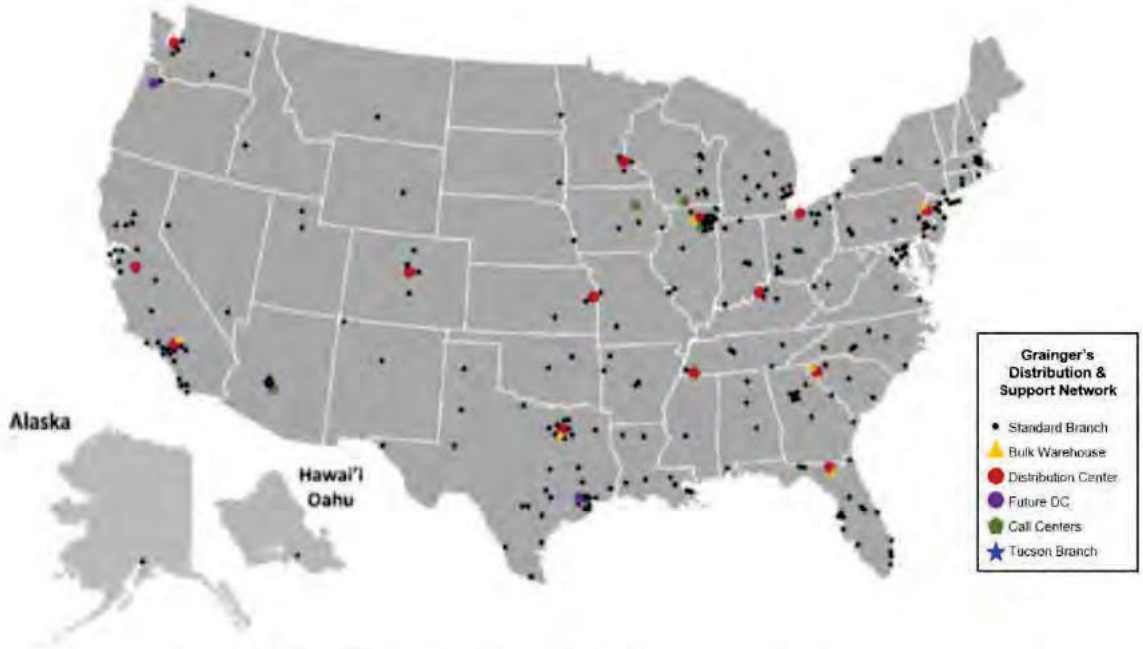
OTHER Product Categories					
	Sourcing	Non-Grainger catalog products & services		In 2023, Grainger engaged 16,000 sourcing suppliers to satisfy customer needs and provides access to over five million additional products to Members.	
	Fleet & Vehicle Maintenance 19 Subcategories ~ 300 Manufacturers	- Tire & Wheel - Automotive Electrical - Automotive Maintenance Tools - Automotive Chemicals - Automotive Towing	- Automotive Exterior - Automotive Mechanical - Vehicle Lighting - Automotive Cleaning/Appearance - Automotive Interior	- Westward - Buyers Products - Perfect Equipment - Ecco - Grote	- Baldwin Filters - Funnel King - Reese - Quickcable - Noco
	Hardware 18 Subcategories ~ 120 Manufacturers	- Door Hardware - Hardware Supplies - O-Rings & O-Ring Kits - Latches, Hasps, & Hinges - Door Locks & Deadbolts	- Magnets & Magnetic Strips - Window Hardware - Electromagnetic Locking Systems - Braces & Brackets - Springs	- National Guard - Rockwood - Lucky Line Products - Norton Door Controls - ICN	- Pemko - Velcro Brand - Mag-Mate - Stanley - Kaba Ilco
	Office Supplies 23 Subcategories ~ 180 Manufacturers	- Boards & Easels - Writing & Correction - Computer Supplies & Media - Office Paper & Notebooks - Office Organizers	- Flags, Flag Poles & Accessories - Binders & Clipboards - Calendars & Planners - Document Covers, Displays & Frames - Laminating & Binding Equipment	- Magna Visual - Quartet - Sharpie - Ability One - Logitech	- Post-It - Nylglo - Avery - At-A-Glance - C-Line
	Lab Supplies 24 Subcategories ~ 200 Manufacturers	- Labware & Lab Chemicals - Water Testing Equipment & Meters - Lab Consumables - Lab Ovens, Heating & Refrigeration	- Lab Utensils - Lab Instruments - Lab Storage & Transport - Particle Sizing - Lab Equipment	- Lab Safety Supply - Dynalon - Extech - Thermo Scientific - Labchem	- RICCA Chemical - Spectrum - Lamotte - American Biotech Supply - Advancetech
	Outdoor Equipment 23 Subcategories ~220 Manufacturers	- Insect & Pest Control - Pressure Washers & Accessories - Garden Hoses & Sprinkler Systems - Shovels, Tampers & Digging Tools	- Sprayers & Spreaders - Cutting & Pruning Tools - Snow & Ice Removal - Power Brushes, Yard Vacuums & Leaf Blowers - Rakes & Cultivating Tools - Fencing & Fencing Hardware	- Catchmaster - Tomcat - Continental - MI-T-M - Dayton	- Westward - Tough Guy - Rain Bird - ECHO - Ariens
	Electronics & Appliances 5 Subcategories ~ 100 Manufacturers	- Two-way Radios & Accessories - Communications - Electronic Communication Equipment - Intercoms & Speakers - Batteries & Battery Chargers	- Audio Equipment - Video Equipment - Data Entry Devices & Accessories - Ovens, Refrigerators, Ice Machines - Food Processesors, Garbage Disposals & Hardware	- Motorola - Midland - Nite Ize - Peerless - RCA	- Speco Technologies - Frigidaire - Royal - IN-SINK-ERATOR - ICE-O-MATIC
	Hospitality & Food Service 30 Subcategories ~ 139 Manufacturers	- Food Service Disposables & Dispensers - Food Service Cookware & Preparation - Food Service Snack Foods & Condiments - Bed, Bath & Table Linens	- Food Processing - Food Service Storage & Transport - Hospitality Uniforms & Workwear - Food Service Apparel - Guest Room Amenities	- Vollrath - Crestware - Cambro - Fashion Seal - Glowear by Ergodyne	- R & R Textiles - Iceberg - Dixie - Martex - Glaro
	Reference & Learning Supplies 5 Subcategories 11 Manufacturers	- Classroom Supplies - Books & Book Supplies		- Tape Logic - Label Master	

b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?

Grainger's catalog offers more than 1.6 million MRO products. On-hand inventory, valued at $2.3 B across 32 MRO categories and is maintained through Grainger's US owned network of 14 distribution centers (DCs) with a total of 16.5 million square feet in size, 250 branch location, each with approximately $1 million in inventory, and 6 bulk warehouses for products such as generators, water heaters and other large items. Grainger is expanding its distribution and delivery capability with two new facilities in Gresham, OR and Houston, TX., scheduled to open in 2025 and 2026, respectively.

While not all products are stocked within the network, Grainger analytical planning tools position and deliver products centered on a just-in time delivery model. Grainger same day shipping encompasses 99% of in-stock items. Grainger's meaningful relationships with national and regional transportation carriers are critical to this capability.

Our advanced algorithms continuously review inventory and stocking levels to determine the fastest means of delivery for each Member. This analytical approach allows Grainger's supply chain to know where a particular product is, when it is required to be at a Member's location, and the fastest means of delivery.

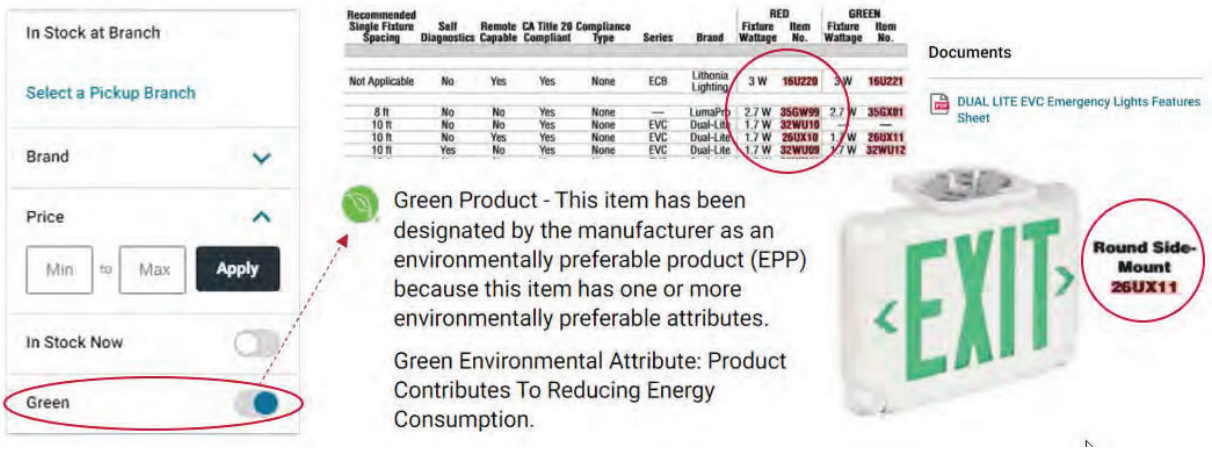


Grainger's strategic distribution network will ensure most Member orders are shipped the same day the order is received. 99% of the US postal codes are reachable the next day through our high-touch solutions North American supply chain network.

c. How are green products identified in your catalog? Online ordering?

Grainger's Environmentally Preferred Products (EPP) are identified with a "green" filter during the search process in the online catalog, accompanied by a green leaf icon.

The technical specifications section of each product contains an explanation of the certificate or attribute, making it simple for Members to understand the environmental benefits.



Shown above, in Grainger's online catalog, Members can click on the item number to go directly to the item's technical information and 'green' designation. To the right, a 'snippit' of how Members can easily search and view green products by checking the 'Green' filter toggle in the lower left-hand side of the grainger.com page.

d. Do you offer "Private Line" products? Please describe.

Yes, Grainger has been providing Exclusive Brands (Private Label) products and solutions to our customers since 1937. Grainger Exclusive Brand products can help Members do more with less by providing easy access to dependable products whose quality matches national-brand quality standards. Grainger offers **284,116 SKU's, across several categories and brands in our Exclusive** offering.

Air Handler	**Air Filtration Products:** Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper, Specialty Filtration
Condor A GRAINGER BRAND	**Personal Protective Equipment:** Earmuffs, Eyewear Side Shields, Face Shields, Gloves, Hard Hat Liners, Headgear, High-Visibility Apparel, Protective Clothing, Rainwear, safety Glasses, Safety Goggles, Dust Masks, Safety Footwear.
WESTWARD A GRAINGER BRAND	**Industrial Hand Tools:** Tool Storage, Master Tool sets, Mechanics Tools, Hand Tools, Test Instruments, Stationary Power Tools, Pneumatics, Fleet Vehicle Maintenance, Lift Equipment, Precision Measurement, Shop Supplies, Outdoor Equipment, Safety.
Dayton A GRAINGER BRAND	**Electromechanical & Material Handling:** Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationery Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, Winches.
LunaPro	**Lighting & Fixtures:** Lamps, Ballasts, Deck Lights, Dock Lights, Flashers, Flashlights, Jobsite Lighting, Fixtures, Machine Tool Lights, Magnifier Lights, Motion Sensors, Portable Lighting, Recessed Lighting, Task & Task Lighting.
SPEEDAIRE A GRAINGER BRAND	**Pneumatics:** Abrasive Blasters, Air Compressors & Accessories, Air Dryers, Low Oil Monitors, Compressor / Generators, Desiccant Dryers, Dry air Systems, Hose Reels, Oil Filters, Spray Guns & Accessories.
TOUGH GUY	**Janitorial Supplies:** Cleaning Chemicals, Cleaning Supplies, Hand & Personal Hygiene, Restroom Equipment, Waste containers & Liners..

e. Submit all information that will aid the City in evaluating your proposal

Presented below are key values reflecting how Grainger's offer provides a competitive differential:

1. Incentives focused on the City of Tucson
2. Financial Strength and Reach
3. Advanced Digital Technology

4. Experience Serving the City of Tucson
5. Grainger Specialized Product Solutions

Incentives focused on the City of Tucson and OMNIA Partners' Members

The Value ADD and Pricing Sections are not only broad and competitive, but innovative. Covering all MRO categories nationwide and offering options to suit Member needs, it will maintain and attract Members.

[redacted]

Financial Strength and Reach

With 2023 sales of $16.5 billion, Grainger is the leading broad line MRO distributor in the US and Canada. We serve more than 4.5 million customers worldwide with innovative technology and deep customer relationships. With these resources and expertise, Grainger will continue to promote value to the City of Tucson and OMNIA Partners. Since 2021, our partnership has grown from approximately 6,476 participating Members in 2021 to 7,491 Members in 2023. [redacted] Substantial local agencies, including the New York City Housing Authority and the District of Columbia Housing Authority, have become Members.

Advanced Digital Technology Aligning Product Merchandising Shaped for Government Customer Products and Services Requirements

In offering millions of products, from thousands of suppliers, with countless attributes unique to each product category, significant complexity arises. Serving more than one million active customers across diverse market segments, each with their own levels of complexity, the opportunity to leverage technology and data is presented. Grainger simplifies this challenge for government and other sectors to make their jobs easier.

The MRO sector has no data source providing meaningful customer information to discern current requirements and trends. By compiling and evaluating information about millions of products, Grainger shapes offerings to wide and varied market sectors while enhancing how customers search, compare, and purchase a product.

This work improves product information as it is directed to customer requirements, how a catalog is compiled and marketing-support systems, all of which are continually analyzed to improve website functionality assisting the customer. The work eases the customer's search by providing more informed insight to the purchasing decision as noted below:



Product Merchandising is shaped for the government customer.

Experience Serving the City of Tucson

As the incumbent MRO provider, the City of Tucson-OMNIA Partners' agreement is a prominent illustration of how Grainger strives to distinguish itself from the competition. Grainger team members work to understand the mission of each department of the City of Tucson and across the OMINIA Member network, particularly the public servants who fulfill vital government responsibilities.

Grainger has had a physical presence in Arizona since 1954. Approximately 880 Grainger employees live and work in Arizona. No competitor has Grainger's **LOCAL** presence. The City of Tucson has sales coverage from a Government Sales Manager and Account Manager who draw on the Tucson Grainger Branch on South Dodge Boulevard, 2 branches in Phoenix, 1 in Gilbert and the Grainger Customer Contact Center in Phoenix, to engage all customers directly.

With experience, and expertise regarding the City of Tucson, the ongoing engagement with the City's departments and personnel to address contract expectations, changing priorities, training opportunities, and highlight new MRO products and innovative solutions will continue to evolve with the City of Tucson's interest at the forefront.

Grainger's offer encompasses comprehensive audit, oversight, and training to adhere to all contract pricing and requirements across City of Tucson-OMNIA Partners' terms and conditions. Government Team training includes mandatory ethics and compliance responsibilities. Grainger's information systems provide customer-driven requirements supporting oversight, supervision, and accountability. Reporting and compliance structures are shaped to individual agencies.

Supporting the City of Tucson Government Team is enormous corporate investment dedicated to supplier relationships, supply chain infrastructure, team member expertise, technical support, and eCommerce. Suppliers rely on Grainger for its market reach, financial strength, customer trust, experienced and expert sales team, and technology-driven supply chain. These enduring relationships with manufacturers give us unparalleled access to the right products and allow us to be a single source ensuring industry-leading availability of the broadest number of products.



Grainger Specialized Product Solutions
In addition to our general MRO catalog, Grainger offers **79 specialty catalogs** that focus and refine product access to particular government responsibility requirements. Detailed product and solution portfolio address key agencies including, Department of Transportation and Public Works, Police, Fire, Emergency Medical Services, Corrections and Waterworks.

2. SERVICES

a. Provide a detailed written response illustrating how the services offered will meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

i. Policies and programs detailing your efforts in these areas.

Aligning with the City of Tucson RFP Services Requirements, Grainger presents a summary of our Services portfolio as well as those we think contribute value to the City's operations.

ii. Literature explaining your capabilities.

Please see specific literature noted with each service overview, found in the Appendix.

iii. Submit all information that will aid the City in evaluating your proposal.

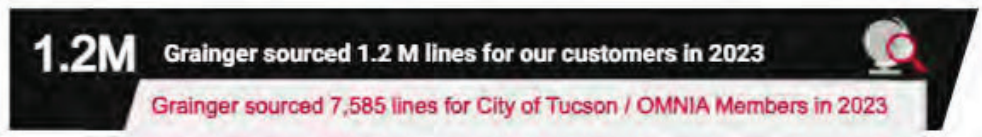
The Table below presents core Grainger's services approach as referenced in the RFP Scope of Work, Sourcing Requirements at RFP, page 8. The Table is followed by further insight as to **Grainger Services Portfolio.**

Sourcing	Consulting Services	Safety Services	Inventory Management	Sustainability Solutions	Services & Solutions	Emergency Preparedness	Training & Education
Access to 5M+ Additional Products	Storeroom Layout & Optimization	Field Safety Professionals Audits & Assessments	Vendor Managed Inventory (VMI) Solutions	60,000 EPP Products	Safety Services: Lock-Out / Tag-Out, Fall Protection, Turnarounds	24/7 Disaster Support	Grainger KnowHow® Online Training
Over 16,000 Grainger Sourcing Suppliers	Procure to Pay Baseline	Grainger Site Assessment	Vending	Sustainability Landing Page	Energy Solutions: Solar, HVAC Retrofits, Electric Vehicle Charging Stations	Extended Branch Hours	Specialty Workshops & Technical Training
Product Line Extensions	Product Standardization	Online Solution Center	Managed (Grainger & Non-Grainger	Sustainable Services: Energy, Waste, Air Quality & Water	Facility: Roofing, Paving, Fencing, Lab Furniture & Equipment	Emergency Preparedness Catalog	Fee-Based Training by Vetted, Insured Third-Party Suppliers
Flexible Fulfillment including Drop-Ship	Supplier Consolidation	Managed Footwear Program & Shoemobile	Customer Managed (CMI) Solutions	Member Rebates	Custom Product Center	Emergency Preparedness Landing Page	Grainger Show Face-to-Face Supplier Trainings
Dedicated Team	Data Quality	Prescription Eyewear Program	Onsite Store & Trailer	Lighting Services	EHS Digital Services	Critical Supplies Prepositioned for Members	Onsite Key Supplier Training

1. Sourcing:

Grainger's centralized sourcing team acquires MRO services not found in the Grainger general catalog:

- from non-catalog suppliers,
- line card extensions of catalog suppliers,
- for custom products, and
- OEM repair parts and accessories.



Knowing our customers' facilities are specialized and that product lead times are critical. Grainger works with **local and national suppliers** throughout the US to address specialized customer product needs, from non-catalog suppliers, line card extensions of catalog suppliers, custom products, and OEM repair parts and accessories**.**

In 2023, Grainger engaged **16,000 sourcing suppliers** to satisfy customer needs and provide access to over **five million additional products** to Members. A critical element of Grainger's offer is enabling agencies to respond expeditiously to unique and hard to find product requirements.

Note: *Please see* ***Exhibit 01 Sourcing Terms and Conditions*** *in the Appendix. Sourcing orders do not receive a category discount.*

2. Software Punch-out Integration & Mobile Applications

The capability of your electronic ordering system to interface with an agency's inventory software system.

Grainger's ecommerce services extend beyond core e-pro services to provide not only additional serach and purchasing channels but to meaningful management controls able to integrate with an agency's software sytem:

Grainger Digital Solutions *Efficient Solutions to Support Your Purchasing Needs* Features & Functionality		Grainger.com®	Mobile App	ePro Punch-Out
SHOP	Access over a million products online	•	•	•
	User-friendly shopping tools to find products quickly and easily	•	•	•
	Robust search engine with type-ahead search functionality	•	•	•
	Access item details, technical specifications, safety data sheets		•	•
	Compare products and specifications	•	•	•
	View real-time pricing with product availability	•	•	•
	Customer special pricing (CSP) indicators	•		•
	Request/view special order quotes (non-cataloged products)	•	•	•
	Drive compliance with custom catalogs	•	•	•
	View new products, hot buys and clearance items	•		
	Online help with click-to-chat support	•	•	•
	Find products with search by image and barcode scanning		•	
	Quick access to personal item lists	•	•	•
ORDER	Quick access to shared user item lists	•	•	•
	Access previously purchased products by item	•	•	
	Replenish your inventory with auto-reorder	•		
	Create quotes for internal requisitions	•		
	Reorder products using convenient barcode scanner		•	
	Manage payment methods and shipping addresses	•		
MANAGE	Streamline checkout process with account/user defaults	•	•	
	Customize order/item level fields and checkout requirements	•	•	
	Custom homepage options	•		•
	View pending orders and order history	•	•	
	View/download order and invoice history, packing lists and proof of deliveries	•		
	Manage purchasing using part numbers	•	•	•
	Order Management System (OMS)	•	•	
	Multi-user management with standard or admin right	•		
	Manage user approvals and spend limits by order	•	•	
	Manage user access to item lists and order history	•	•	
	Manage user order approval routing	•	•	
	Manage budgets (monthly, annually, quarterly)	•	•	
	Grainger KeepStock® Inventory Management integration	•	•	•
INTEGRATE	ERP integration			•
	3rd-party integration			•
	Punch-Out catalog (OCI, CXML)			•
	Transaction documents (XML, cXML, xCBL, EDI)			•

Order Management Controls: The City of Tucson and OMNIA Partners' Members can control and manage their workflow and spend management when registered and logged into Grainger.com. The order management system allows the member greater purchasing control and visibility through customizable and flexible spend management authorizations. It enables a purchase approval process as well as budgets to be established for individual users. These workflow controls are administered by the City of Tucson or individual Purchasing Entity.

Work Order Integration: Grainger.com can integrate with the City of Tucson and OMINIA

Partner Member Work Order Management Systems. This is performed through Computerized Maintenance Management Systems (CMMS)/ Work Order systems with the purchasing process to allow for reconciliation of purchases from work orders. This integration aligns work order data to product orders and packing slips for streamlined receiving and assigns product cost to the work order.

eProcurement Punchout -Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and even payment. Grainger can set up a scoping call with its eCommerce Solutions team to understand Member needs and customizations to ensure a proper integration. Grainger has **experience with hundreds of eProcurement platforms** and can provide end-to-end integration to drive streamlined and standardized processes. This means Members will reduce costs through productivity enhancements and lowering Member's direct ordering cost. Grainger's dedicated team of experts will help Members customize and implement the solution. Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:

SAP Ariba · BirchStreet · VIRTO COMMERCE · JAGGAER · coupa · ORACLE PEOPLESOFT
McKESSON · infor · LAWSON · Allscripts · workday · GHX

Grainger also supports custom and non-standard **EDI transactions** on a per request basis.

Enhanced features include a **Custom Home Page and Landing Pages**



An example of a Custom Home Page for City of Tucson OMNIA Partners' Member.

3. Installation, Repair, Maintenance & Turnkey Solutions & Services:

Grainger will assist City of Tucson and OMNIA Partners' Members in working with manufacturers, suppliers and third-party installers, as to product, equipment, maintenance and related training programs. These programs include manufacturer-certified set up, product installation, post-installation services and maintenance services. Grainger has identified **over 100** companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements.

Services provided by third-party providers may be subject to a fee agreement between Grainger and the provider.

Customer Testimonial

[redacted]

4. Inventory Management: KeepStock Inventory Management Solutions

Provides inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines. Consulting and analysis solutions are also desirable.

67 **OMNIA City of Tucson Members...**

...currently have KeepStock Inventory Management Solutions installed today including VMI & Vending



Inventory Management is a unique delivery solution moving high usage items close to point of use and maintaining critical product availability. Through its KeepStock® Program, Grainger provides multiple inventory management solutions reducing Member's total cost of inventory ownership. Effective inventory management reduces on-hand inventory, improves purchasing efficiencies, and ensures availability of critical products all while providing secure and efficient access.

Grainger KeepStock® Solutions

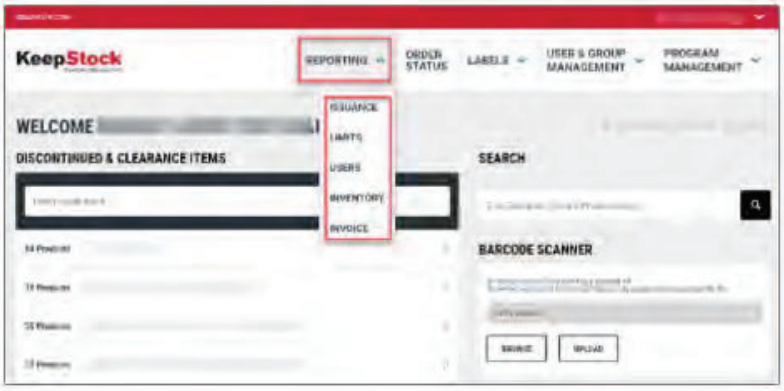
Our solutions combine and work together because different parts of your facility face different challenges.

Service Benefits	CMI Tools for improved visibility and management of Grainger materials	Replenish Scheduled visits help ensure the right materials are kept on-hand	Vending Industrial vending helps control consumption of Grainger material at POU	Onsite Dedicated resource with daily presence manages all Grainger materials	Managed Specialist provides MRO supply chain expertise & multi-supplier support	Trailer Support critical inventory needs for temporary project needs
Order History & Robust Reporting	•	•	•	•	•	•
Documented Cost Savings	•	•	•	•	•	•
Order Visibility	•	•	•	•	•	•
Procurement-based Inventory Recommendations		•	•	•	•	•
Purchasing Approval Thresholds	•	•	•	•	•	•
Dedicated Resource		•	•	•	•	•
eProcurement Integration		•	•	•	•	•
Secure Dispensing			•			
Spot Buys Capabilities	•	•		•	•	•
Desktop Delivery				•	•	
Fee-Based Service					•	•
Management of Grainger Product	•	•	•	•	•	•
Management of Non-Grainger Product					•	
Utlization of Customer-Owned Inventory Management System					•	
Inventory levels managed to agreed upon min/max stocking levels		•	•	•	•	
Scheduled visits to ensure materials are kept on hand in the right quantities and in the right places		•	•			
Bar Code Labeling		•	•	•	•	
Organized inventory & restocked / reloaded products in proper location		•	•	•	•	
Consignment of qualified Grainger products to free up working capital		•	•	•	•	

KeepStock® Web is **control central** for managing your Grainger inventory. It seamlessly integrates your KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. Members can leverage KeepStock® web functionality

across all installation types — Vending, CMI, Replenish and Onsite, to provide you with **total visibility to the entire inventory.**

Inventory Management Reporting Dashboard

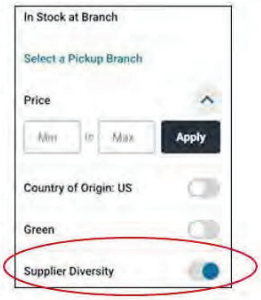


Grainger's KeepStock® Web provides on-demand real-time reporting to City of Tucson Members. Track Vending issuance, user limits, VMI inventory locations and invoices.

5. Small Business Program

Grainger recognizes the importance of helping meet diverse procurement goals or mandates. Our Diversity Solutions program supports the economic empowerment of diverse and small businesses. We help customers meet their diversity requirements through our breadth of products, supply chain, services, and diversity expertise.

Grainger's Supplier Diversity Program affords customers access to diverse manufacturers and suppliers through its catalogs and distribution channels. This program seeks to grow this sector while helping customers get their jobs done with quality products from diverse business enterprises (DBEs).



Customer's may search easily for Supplier Diversity products on Grainger.com.

The economic impact of this program continues to increase. As of 2022, Grainger's Supplier Diversity program features:

- Approximately 7,000 Diverse Business Enterprises are part of Grainger's High-Touch Solutions U.S. Supplier Diversity Program, which includes direct and indirect spend.
- More than $2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+- and disabled person–owned businesses, and HUBZone and disadvantaged businesses.
- Registered suppliers are audited monthly to maintain active supplier diversity certificates.
- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity toggle filter to shop for products from diverse suppliers exclusively.

The **Authorized Grainger Reseller Program** includes a network of more than 100 certified **DBE resellers** authorized to sell Grainger MRO products. Grainger contracts with small and diverse businesses to sell directly on the Grainger agreement to the end customer. Resellers in the Diversity Alliances program are under contract and provide independent resale of MRO products purchased from Grainger. These authorized resellers have access to Grainger's full product offering. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.

The authorized reseller program enables customers greater access to products and services and provides reach to segments and contracts mandated or prioritized for DBEs. The program allows Grainger resellers to offer niche, value-added services, and a broader selection of products.

Grainger and the authorized reseller will engage Members to discuss how best to serve the City of Tucson and OMNIA Partner Member including the range of possible service and values that can be provided. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. These services encompass adjustments in product and solution pricing. The plan will outline how the Member can leverage Grainger's diversity solutions portfolio to achieve their goals.

6. Green / Sustainability Programs

a. **Grainger Policies & Commitment:** Efforts and policies pertaining to green and sustainability.

Grainger is committed to conducting business in an environmentally responsible manner and works continuously to improve its environmental performance across operations, solutions, and products. Initiatives to reduce dependence on non-renewable energy consumption and emissions include:

- Increasing solar energy use at our facilities
- Improving technology and efficiency in our building management systems
- Implementing high-efficiency life cycle replacements
- Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Literature: A detailed discussion addressing Grainger's environmental performance is presented in ***Exhibit 02 2023 Environmental Social and Governance Report.***

b **Products:** Impact on Product Offerings.

Grainger provides environmentally focused solutions through our sustainability offerings, including environmentally preferable products (EPP) and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than $1 billion, an increase from the prior year. We routinely evaluate our portfolio against customer needs and maintain our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions, Grainger has developed a **Sustainability Solutions landing page** on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. As noted, Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute.

c **Distribution:** Impact on Distribution.

Our initiatives to reduce dependence on non-renewable energy consumption and emissions include increasing solar energy use at our facilities, improving technology and efficiency in our building management systems, implementing high-efficiency life cycle replacements and

transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Throughout Grainger facilities, particularly within the Distribution Centers (DC), we standardize recycling processes and share best practices across our network. The DC leadership receives monthly progress reports on recycling, and local facility managers include recycling metrics in their annual performance goals. We also partner with a third party to track our waste and recycling data and to find opportunities to improve our diversion rates. To help manage waste and recycling at our U.S. branches, we use waste container monitors, which helps us optimize our scheduled pickups, reduce the amount of vehicle mileage required by waste haulers and quickly detect and resolve contamination issues before they impact downstream processes.

Grainger works closely with our suppliers to identify opportunities to improve packaging sustainability and protect the products we offer. Our Supplier Packaging Guidelines promote sustainable options and best practices for suppliers to minimize potential product damage and waste while maximizing the use of recyclable materials. These initiatives are described in detail in Grainger's Environmental Social and Governance Report.

We refine our sustainability calculation methodology, improve data sources and engage with suppliers and partners, particularly those critical to how we serve our customers. We share details of our plans, including measurement standards and specific objectives with the goal of converging in this important initiative.

d **Recycling of Lamps:** The ability to recycle lighting and electronic products.

Grainger offers recycling kits and boxes to help customers recycle light bulbs, ballasts, batteries, lamps, and other items that contain hazardous materials, particularly in circumstances involving compliance responsibilities. The kits also save storage space and reduce safety hazards by allowing Members to contain dead items and remove them from their facilities. Recycling kits include boxes or containers for collecting the items to be recycled. They also include prepaid shipping labels and recycling costs and instructions for sending the items to a recycling facility. Individual recycling boxes or containers are used to collect and store items for recycling. These boxes do not include prepaid shipping labels or recycling costs; users can send the box or container to the recycling facility via their preferred shipper.

e **Lighting and Energy Audits**: The ability to perform lighting and energy audits.

Grainger third-party partners will evaluate and audit lighting and energy capabilities and recommend focused solutions supporting sustainability. Coordination is pursued with City of Tucson and OMINA Member facility design and operations personnel to recommend retrofitting and other efforts to improve lighting and energy savings.

f **Certifications:** The industry recognized certifications and standards obtained.

Grainger identifies products with the environmental certifications in its catalogs, including:

- US EPA ENERGY STAR
- US EPA Safer Choice
- US EPA Water Sense
- Biodegradable Products Institute (BPI, certified compostable)
- Design Lights Consortium (DLC) for LED lighting products
- Forest Stewardship Council (FSC)
- Green Seal

- UL ECOLOGO
- UL GREENGUARD, SCS Indoor Advantage, etc. (certified low emitting)

7. Training and Education

Grainger will support the City of Tucson and OMNIA Partners' Members to schedule and provide instruction as to industry trends, targeted products and solutions training associated with City of Tucson and OMNIA Partners' operations and identified needs. Objectives include elevating competency and supporting unique Member requirements. The following are opportunities within Grainger's' extensive training portfolio and include non-fee and fee-based sessions.

- Comprehensive training modules addressing technical skills as to environment, health, and safety, electrical, HAZMAT, security, laboratory, and plumbing products.
- Among the comprehensive safety initiatives are products that reduce falls and injuries. Grainger team members participate in yearly training that reviews approved products, proper wearing, and maintenance of products to present these training opportunities to customers.
- Confined Space, Electrical Safety, and Forklift equipment and work area comportment.
- Throughout the contract's term, tailored training to maintain and increase knowledge of the contract and its benefits and effective access to Grainger.com or e-pro applications for new employees and refresher instruction for tenured employees.

Grainger partner providers works with City of Tucson and OMNIA Partners' Member agencies to identify products and product categories for additional training. Current programs include:

- **DeWalt Power Tools:** Customer safety presentation and film. Hands-on demonstration of safe operating practices for power tools. Joint presentations by the Grainger Account Manager and DeWalt's representative, often performed at customer locations.
- **Proto Tools Hand tool Safety Seminar and Film:** Demonstration of correct methods of tool usage. Joint presentations by Proto and Grainger Account Managers. A certificate of training is issued upon completion of class, which is also often conducted at customer locations.
- **Brady Manufacturing Lock-Out/Tag-Out Class:** Training for correct methods to apply lockout/tagout devices for compliance with OSHA rules is accompanied by a video presentation and hands-on demonstration of different devices. Jointly presented by Grainger Account Manager and Brady Representative at customer locations.

8. Customer Support Services

Grainger's policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracking, technical feedback, quality assurance for orders and drop shipments are presented below.

Grainger Customer Support

Grainger Team	Hours of Operation
Customer Support Center (phone & email)	24/7 Monday - Sunday
Online Chat	Monday – Friday 6am – 7pm CST
Grainger Branch Personnel (Customer walk-in)	Monday – Friday, 8am – 5pm within respective US time zones. Hours may vary per specific branch.
Government Sales Team Members	Monday – Friday, 7am – 5pm within respective US time zones 24/7 support during emergencies
Technical Product Support	Monday – Friday 7am – 7pm Central Time Zone
Grainger.com	Order processing available 24/7
Emergency Services Hotline	24/7, 7 days a week

Replacement, Returns and Warranty: Grainger accepts returns of products it sells, It also warrants its products.

SATISFACTION GUARANTEE TO ALL CUSTOMERS. Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of date of invoice, with proof of purchase from Grainger.

LIMITED WARRANTY. GRAINGER WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INVOICE FROM GRAINGER, UNLESS OTHERWISE STATED. PROVIDED THAT GRAINGER ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, GRAINGER MAY, AT ITS OPTION:

1. REPAIR;
2. REPLACE; OR
3. REFUND THE AMOUNT PAID BY THE CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID.

GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. GRAINGER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY AND OTHER RIGHTS MAY BE AVAILABLE.

Warranty Product Return. Before returning any product, Customer may contact Grainger either by logging on to grainger.com/returns or calling Grainger's Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases.

PRODUCT RETURNS.

1. **GRAINGER 30-DAY SATISFACTION GUARANTEE.** You can return your purchase for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.
2. **RETURNS AFTER 30 DAYS.** Unless otherwise noted, you can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.
3. **FINAL SALE ITEMS.** Items sold on a "Final Sale" basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable" and (vi) any other items that Grainger may designate as a "Final Sale" from time to time.

   RETURNS PROCESS. If you need to return an item, contact us directly at Customer Care at 1-800-GRAINGER (472-4643) or drop off or ship the product to the nearest Grainger branch location.

Easy Return Process for:

- Wrong item shipped from Grainger
- Item damaged when received
- Faulty / defective item with product warranty

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Indicate preference for replacement item or credit
3. Grainger takes responsibility for the return and sends a return label to the customer
4. Customer carefully packages the item(s), including the packing slip
5. Place pre-paid shipping label on return package
6. Member notifies carrier to pick up the return
7. New product is shipped to the customer, or the account is credited

Easy Return Process for:

- Incorrect item ordered
- Ordered too many items
- Product no longer required

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Package the item(s) including the packing slip
3. Write the reason for the product return on the packing slip; if the packing slip is not available, provide the purchase date, original invoice number and item number for the product
4. Indicate preference for replacement item or credit
5. Ship the package to the nearest Grainger branch location

Restocking Charges: There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.

After Hours Service: Grainger's after-hours emergency service provides product fulfillment after standard Grainger branch business hours, and is provided via a toll-free number (1-800-CALL-WWG) for service throughout the US. Calls are routed to one of Grainger's US based Call Centers. A Call Center employee then contacts a local Grainger branch employee, via phone, and relays the customer information. Grainger's branch employees are committed to contacting the customer within 60 minutes of the initial customer call to arrange to meet the customer at the local Grainger branch to fulfill the emergency order.

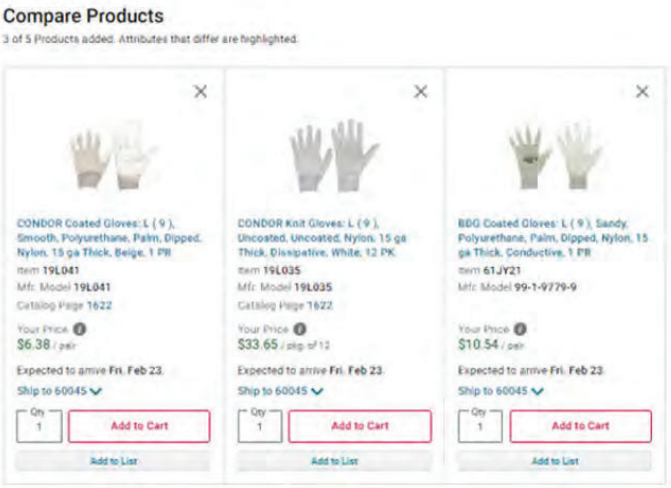
Post Sales Support: Customer support is available at 800-GRAINGER (800-472-4643) provided by US based Customer Service Associates (CSAs). **Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat, and email.** The Customer Service team consists of highly trained and experienced employees including Technical Product Specialists (TPS) that specialize in each of our product categories to serve our customers. All Customer Service team members will provide

product and shipping information, answer questions, provide status, address customer concerns or issues and engage technical support to assist the customer.

Out of Stock: If shopping via a punch out or Grainger.com, the customer can see real-time availability of a product. Users are notified within the punchout that the product is not available and when the product is expected to arrive. Subsequent changes in availability after the order is received will be sent via email to the customer.

If the desired product is backordered or out of stock, the customer may use the compare feature to find an alternate product with similar form, fit and function. The ultimate decision to wait for the product or select an alternate product is that of the customer.

If shopping via email or phone, Grainger's Customer Service Team will notify the customer if the product is on backorder or out of stock. The Customer Service Team member will provide alternate product suggestions. The ultimate decision to wait for the product or select an alternate product is that of the customer.



Once products have been selected for comparison to an out-of-stock item, details can be immediately viewed to determine a substitute product.

Members can choose a substitute or wait for the out-of-stock product to arrive.

Order Tracking: The City of Tucson and OMNIA Partners' Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, fax, e-mail). End users can determine shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders placed within the past 36 months by clicking on the Order History link at the top of any Grainger.com page.

When the order leaves Grainger's DC, Grainger will send a **Shipment Confirmation** with a tracking number that allows our customers to track the order through the delivery cycle.



Tracing information can be accessed from the Shipment Confirmation.

Technical Feedback: Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. In our key supplier programs, manufacturers dedicate field resources to work solely with Grainger's field representatives. In addition, Grainger has an in-house Technical Product Support Department whose members have an average of 28 years of experience answering product-related questions across all

product categories. Customers have easy access to this service during standard business hours.

If a customer seeks to provide technical or any feedback regarding a product or any Grainger service, Comment Cards can be accessed throughout Grainger.com, including a link in the header and footer of every page on Grainger.com:

Quality Assurance for Orders and Drop Shipments: To ensure quality customer experience, all phone calls to the Customer Service Center are recorded. This information is an element of a Quality Monitoring & Coaching approach where each Team Member receives scored evaluations completed by the QA team and his/her Service Leader each month. There is a similar process to audit email and chat transactions. In addition, a cross-functional team captures and investigates Service Opportunities to determine the root cause, any specific actions that are needed and to determine if there is a larger, systemic issue that should be addressed through technology updates and/or process changes.
Grainger Supply Chain and Distribution Centers are vigilant in monitoring performance of suppliers and carriers, as to quality and timeliness of shipments, including manufacturer drop shipments. Goals are set to ensure that products are delivered on time and in good condition and exceptions are captured to address deficiencies.

9. Consulting Service

Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.

Grainger Consulting Services is an industry-leading team of experts dedicated to helping Members solve their most pressing MRO challenges. Grainger's team analyzes the Members' current state and identifies relevant and comprehensive opportunities for improvements. **Based on our findings, most customers can take as much as 15-25% or more out of their total MRO costs.**

Consulting projects can range from single site assessments to enterprise-wide evaluations of your overall MRO procurement, inventory, and product selection processes. The focus is to understand current state and identify opportunities for improvement that drive productivity and utilization and financial benefit.

Customer Testimonial

[redacted]

Grainger's Cost-Driven Differentiators: Grainger Consulting Services has built its strategy and expertise around three major cost areas. Each can represent a significant opportunity to deliver savings and value back to a Members' organization.



Grainger's Consulting Team will work with Members to drive costs out of their operations.

10. Other Services

Presented below are examples of services, in addition to those listed in the RFP. Grainger will continue to pursue value added services and programs throughout the life of the contract that will be available to the City of Tucson and OMNIA Partners' Members.

a. Sustainability Solutions

Grainger provides environmentally focused solutions including environmentally preferable products (EPP) and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than $1 billion. We meet customer demand by routinely evaluating our portfolio against customer needs and keeping our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions, Grainger has developed a Sustainability Solutions landing page on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute, making it simple for customers to understand the environmental benefits.

Customer Testimonial

[redacted]

b. Safety Value Add Solutions

Grainger's Environmental, Health & Safety (EHS) Services help Members protect their people, facilities, and the environment. Grainger's Field Safety Specialists bring education, experience, and expertise to help Members address a wide range of safety and health matters to assist with injury reduction, compliance improvement, and risk assessment. Grainger has the depth and structure to deploy, support and track agency-wide initiatives.

In addition to assessments from Manufacturers, Grainger's Field Safety Specialists leverage our Grainger Safety Assessment to evaluate a broad range of OSHA Regulatory and Compliance needs. The Grainger Assessment delivers a customized report highlighting areas of a safety program that are currently in compliance or areas where additional focus may be needed.

Customer Testimonial

[redacted]

Please see ***Exhibit 03 Grainger Safety Assessment*** providing further details regarding the Grainger Safety Assessment. The Grainger Safety Assessment includes topics like Hazard Communication, PPE, Lockout Tagout, Confined Spaces, Fall Protection, Ladders and Temperature Stress, among others.

c. Energy/Sustainability Services

The Grainger Energy Services team can identify and implement a wide range of efficient solutions for an agency to help design and facilitate the installation of energy-saving and water conservation measures:

Lighting Retrofits and Upgrades	Electrical Services
HVAC Filter Replacement & Preventative Maintenance	Electric Vehicle Charging Stations
HVAC Optimization, Upgrades & Retrofits	Steam Trap System Studies/Upgrades
Motor & Drive Upgrades	Thermal Blanket Installation
Solar Panel & Battery Storage	Water Conservation Upgrades

d. Online Solution Center

Grainger compiles an online safety center with information and resources that help keep people safe and facilities running. The Solution Center enables OMNIA Partners' Member safety specialists to access safety news, trends, and regulatory issues free of charge. Information includes:

- **OSHA's Law & Regulations:** This page contains links to all current OSHA standards, provides information on the rulemaking process used to develop workplace health and safety standards.
- **Environmental Health and Safety Webinars:** This on-demand series offers industry information and updates to help keep informed of environmental, health and safety trends affecting your operations. Participants receive a certificate of attendance providing documentation for 1 credit hour of training.
- **Online Safety Catalog:** Access to our latest safety catalog 24/7 in easy-to-navigate format. Search by product name, category, or SKU.
- **Grainger KnowHow®:** Delivers equipment guides and safety protocols.

e. Facility Services

Grainger Facilities Services help prolong the life of a Member's buildings and structures and support safety initiatives. These services keep facilities dry, safe, and sustainable. Services include:

- Inspection Services.
- Air barrier audits.
- HVAC Restoration.
- Assembly and Installation Services.

- Roof Restoration- Rooftop Safety Installation and Roof Cleaning.
- Flooring- Concrete Polishing, Floor Design and Installation, Floor Repairs, and Floor Striping.
- Ceiling Tile Installation/Replacement.
- Patch and Repair Services, Preventative Maintenance.

f. Metalworking Solutions

Grainger's team of metalworking experts provide and apply the latest technology to boost productivity and maximize Member's investment across more than 500 metal working applications. Grainger offers a broad portfolio of value-add–non-fee and fee-based services, as well as sourcing unique or difficult to find metalworking products.

g. Footwear Safety

Grainger's safety initiatives include its **Managed Footwear Program** across City of Tucson OMNIA Partners' Member job categories. Shoes with appropriate traction prevent falls and reduce electrical accidents by enlisting non-conductive footwear made from leather, rubber, or other materials to reduce electrical accidents. Grainger coordinates the availability of footwear protection across all OMNIA Partners' Members customers. Included is both a physical shoe mobile and a web-based program for remote users. The initiative ensures easy access to all employees while City of Tucson and OMNIA Partners' Member leadership maintains full control and visibility of purchases.

Customer Testimonial

[redacted]

h. Prescription Eyewear

Grainger partners with a network of eyewear providers that can offer multiple solutions for safety prescription eyewear needs. Service options include onsite kiosks or local eye care service providers. Each program has unique features and may require a minimum number of eyewear users.

11. Emergency Response

Grainger engages customers in high-risk areas and assists in building resiliency to rapidly deliver critical supplies. Our 15+ years of experience, purchasing history data, and market intelligence contribute to structuring emergency response solutions. Analyzing data captured after each emergency event helps determine which supplier and products to add to our portfolio or adjust our inventory position to specific locations. During any emergency, Grainger prioritizes government and healthcare customers so emergency responders and hospitals have resources to assist the sick or injured.

As part of our Disaster Continuity Plan, Grainger's response and recovery protocols encompass providing government and commercial customers with priority to first response agencies, with critical product and services associated with the incident. Monitoring weather and media reports while coordinating with state and local authorities, Grainger activates its emergency response center prior to and throughout the period of need. With resource capacity to move products expeditiously, Grainger stages resources in critical areas and frequently deploys team members to assist.

Localized response procedures enable customers in need to obtain emergency response items at any time. Local Grainger branches may remain open 24 hours a day during major emergencies and disasters. Trailers can bring in critical products and extra personnel can be

on site to support relief efforts. Preexisting supplier agreements allow products and equipment to be replenished quickly to help Grainger's customers.

Grainger is positioned to respond to emergency situations. Grainger's network of 250 branches is supported by 14 strategically located distribution centers across the U.S. Grainger can pull from and move its extensive inventory to areas of need quickly and efficiently. Grainger has experience knowing how to leverage its logistics networks to get the right products in the right place to address across a range of situations. This network ensures that constant product replenishment is nearby and easily accessible.

Grainger's pricing and services will not change in an emergency, large or small. OMNIA Partners' Member's costs will mirror the contract.

Customer Testimonial

[redacted]

12. Customer Product Center

Grainger can customize products with the Member's logo or message. We can also custom-size products like filters or specialized signs to meet your needs. Members decide the size, configuration, or message.

b. Describe how you will roll out your program to City of Tucson staff. Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc.

[redacted]

DEFINE – Within First 10 days of Award

[redacted]

- [redacted]

LAUNCH – Within 30-60 days of Award

[redacted]

- [redacted]

c. Describe how you will develop and maintain relationships with key department end users to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc.

[redacted]

d. Describe your sales and reporting capabilities. What level of detail is available?

[redacted]

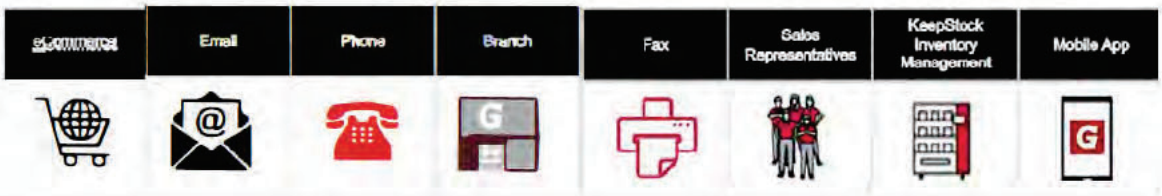
- [redacted]

3. **ORDERING & INVOICES**

a. Describe your ordering capacity (retail locations, telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Ordering Capacity

Grainger's multichannel ordering approach lets Members choose how they want to do business. It provides flexibility to order in ways that best suit their needs. These channels include:



Via any of these ordering channels, except fax, a Member can access City of Tucson OMNIA Partners' contract pricing, order a product, track the order, search for product, obtain order history, seek technical assistance, access lists, obtain technical data and documentation and identify green alternatives. Facsimile orders are confined to obtaining contract pricing and order fulfillment.

eCommerce Website Capabilities

- **Display Contract Pricing**
  Once logged on to Grainger.com or via a Grainger punch-out, **all City of Tucson contract pricing will be clearly displayed.**

  [redacted]

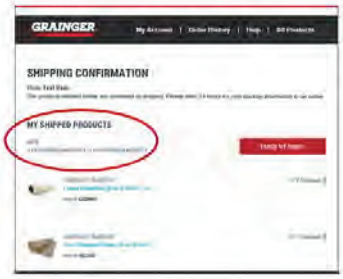
  Additionally, the national market basket will be displayed with the ability to download on OMNIA Partner's website.

- **Online Ordering 24/7**
  The City of Tucson and OMNIA Partners' Members can submit orders at any day or time on Grainger.com and mobile applications. This allows for quick and easy ordering for each Member anytime, anywhere.

- **Order Status & Tracking**
  The City of Tucson and OMNIA Partners' Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, e-mail).

Members can find shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders by clicking on the Order History link at the top of any Grainger.com page. Members can also use online chat.

The City of Tucson and OMNIA Partners' Members will receive an electronic shipment notification with carrier tracking information once an order has shipped.



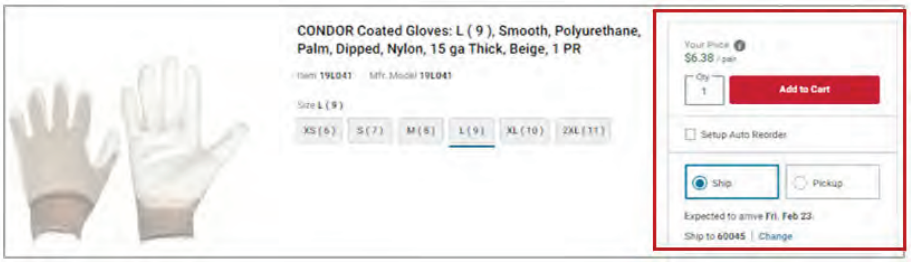
Tracking information can be easily accessed from the Shipping Notification, in addition to order details and access to the invoice or order history.



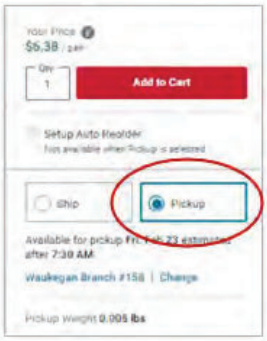


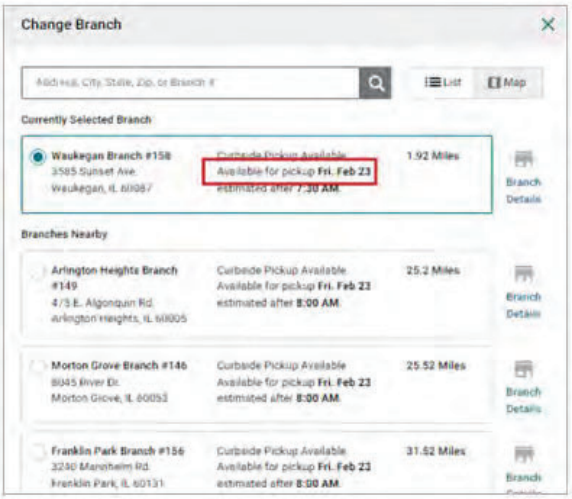
New delivery features for Members allow members to track orders online. Members can also quickly add ordered items to a new shopping cart for efficient shopping.

- **Product Availability by Location:** The City of Tucson and OMNIA Partners' Members can determine real-time product availability by Grainger location as well as contract pricing.



Grainger.com enables Members to check real-time availability, expected arrival date and contract pricing.





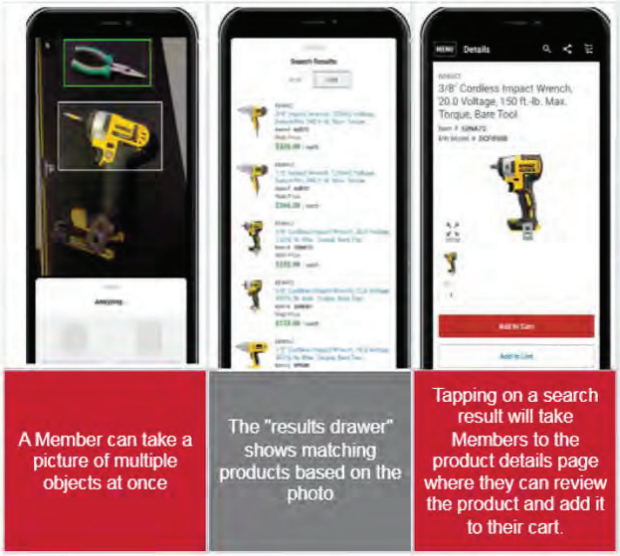
End users can designate a default branch within their account profile or allow Grainger.com to provide availability based on the branch closest to their location.

*By selecting **"pick up"** Members can see which branch location has the item in stock.*

- **Mobile Apps:** The Grainger mobile app includes many of the capabilities noted above and unique features for a mobile workforce. OMNIA Partners' members can use the Grainger app to find products, view and share product details, purchase product, approve requisitions, check order status and history, chat with an agent for help and much more. Grainger has apps for Apple and Android devices as well as a mobile optimized web page.
- **Search Options:** Grainger.com allows the City of Tucson and OMNIA Partners' Members to search and filter by recognized descriptions including City Market Basket Items, Manufacturer/Brand, Green Products, and NSN number.

Grainger's investment in technology, specifically "search capability", is represented by the following search functionality:

- **PHOTO SEARCH (MOBILE DEVICES):** If a Member does not know the name of a product, they may take a photo of the item to search on grainger.com. The results drawer shows matching products based on the photo.



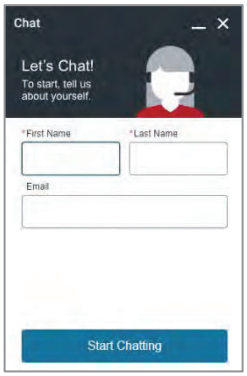
Grainger's photo search on mobile devices allows Members to search quickly with a photo of the item they need - especially helpful if in the field and need a critical item quickly.

- **WILDCARD SEARCH**
- **SEARCH SUGGESTIONS (TYPE AHEAD)**
- **VIEW PREVIOUSLY PURCHASED**

- **VISUAL ATTRIBUTES:** Visual attributes help users by displaying imagery in addition to text and technical language. Users can click on an image to refine the search results by the selected value.

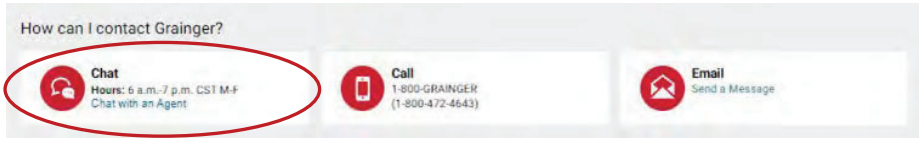
- **Order History:** The Member home page includes relevant user information such as order history, invoices, and other useful information in support of efficient procurement management. Order history can be accessed for 36 months.

  Users have the option of accessing **real time order history** on Grainger.com and reordering or downloading a file of order history data. This file of order history data can be configured to include multiple users, various types of orders, various date ranges, and multiple file formats.



- **Technical Assistance:** Grainger offers several forms of technical assistance on Grainger.com including Click-to-Chat and the Help button.

  ✓ **CLICK-TO-CHAT:** Grainger offers Click-to-Chat Assistance for Members. Agents in the click-to-chat function can access technical product experts to answer detailed questions on product application or specifications. Available on Grainger.com and the Grainger Mobile App.



  ✓ **HELP BUTTON:** Grainger.com offers a "help" button featured on the top right of every page of Grainger.com to access additional information.

- **Personal Lists and Profiles:** The City of Tucson and OMNIA Partners' Members can create "Personal Lists" on Grainger.com and punch-out integrations for frequently purchased items. Multiple personal lists can be created and shared among Members using the same Grainger account to streamline the acquisition process. This functionality allows Members to:

  ✓ Create lists by product category, service location, usage, or specifications and then organize those lists in folders.
  ✓ Assign a location to a list allowing for easy access from the Grainger Mobile app.
  ✓ Add min/max quantities, bin locations, and print labels of the items in your list for easy inventory tracking.
  ✓ Share lists with other people on the same account, so they can view and order from other Members' Personal Lists.
  ✓ Shared usage of these easy-to-access lists can assist the City of Tucson and OMNIA Partners' Members in consolidating product orders, avoiding duplication and driving product standardization to reduce costs.

- **Technical Data and Documentation:** Grainger's General Catalog is available in its entirety on Grainger.com and includes technical data and illustrations.

  ✓ **SAFETY DATA SHEETS:** The City of Tucson and OMNIA Partners' Members may view and print SDS online at Grainger.com.

- ✓ **COMPLIANCE & RESTRICTIONS:** While viewing a product users can quickly view product compliance and restrictions like hazardous material, Safety Details Sheets (SDS), Supplier Diversity, Restricted Sale

- **Identification of Alternate Green Products: Environmentally Preferred Products** can easily be identified on Grainger.com. by the Green Leaf icon. This indicates that the selected product has a UL validated certification and/or attribute.

b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Invoicing Process: Grainger uses its enterprise system (SAP) that allows us to select the type of billing the City of Tucson and OMNIA Partners' Members require. After the order is placed into the system and the delivery process completed (picked up or shipped out), the invoicing process begins.

Member is sent an invoice according to the method required (email, electronic, other)
- **Email:** Invoice is automatically sent to the Member
- **Electronic:** Invoice is sent to the Member electronically in cXML, EDI, or flat file format.

Yes, electronic invoicing is available as is summary invoicing. Grainger has multiple ways to receive an invoice including electronic invoicing:
- Individual invoices per shipment.
- EDI invoicing.
- P-Card invoicing.
- Email invoicing.
- Summary Billing.

Please see ***Exhibits 04-1 and 04-2 Sample Invoices.***

- **Summary Invoicing:** Summary Invoicing (Summary Billing) is available for the City of Tucson/OMNIA Partners' Members via a single bill containing a periodic summary of purchasing activity (monthly, semimonthly, or weekly). By receiving a summary bill rather than individual invoices for each transaction, Members will have fewer pages to approve and fewer checks to write.

- **Invoice and Packing Slips on Grainger.com:** OMNIA Partners' Members can search order history and review invoices and packing slips of all Grainger orders on Grainger.com making the p-card reconciliation process easier.

c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

The first step to receive support to resolve a product issue is to call, email or chat with Grainger Customer Support. (800-473-4643 or customersupport@grainger.com). Each of Grainger's 1,800 Customer Service Associate (CSA) accesses state-of-the-art technology tools to address inquiries and ensure the City of Tucson/OMNIA Partners' Member's expectations are met.

Grainger's online system and network gives CSAs and government sellers immediate access to real time Member account information to help Members and provide information including:

- Status of Orders, shipped or pending
- Backorder status
- Product availability
- Product information
- Contract pricing
- Account and billing questions
- Technical product support
- Cross referencing

Grainger policy and process about wrong or defective product:

Easy Return Process for:

- Wrong item shipped from Grainger
- Item damaged when received
- Faulty / defective item with product warranty

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Indicate preference for replacement item or credit
3. Grainger takes responsibility for the return and sends a return label to the customer
4. Customer carefully packages the item(s), including the packing slip
5. Place pre-paid shipping label on return package
6. Member notifies carrier to pick up the return
7. New product is shipped to the customer, or the account is credited

Easy Return Process for:

- Incorrect item ordered
- Ordered too many items
- Product no longer required

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Package the item(s) including the packing slip
3. Write the reason for the product return on the packing slip; if the packing slip is not available, provide the purchase date, original invoice number and item number for the product
4. Indicate preference for replacement item or credit
5. Ship the package to the nearest Grainger branch location

d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

[redacted]

e. If providing for retail location purchases, describe how agencies choosing to pick up products at a retail location will receive the correct contract pricing.

When purchasing or picking up products at a Grainger branch store, the starting point for correct contract pricing is the Member's account number to which pricing is linked. Grainger asks Members who visit our Branches to provide their contract account number. Upon a new agreement, Grainger's pricing team will apply coding to all account numbers (locations) for each City of Tucson or OMNIA Partners' member within the company-wide SAP system. This

coding will include pricing and freight terms, as well as all contract terms and conditions unique to the City of Tucson OMNIA Partners' agreement.

Note: Identification is requested to be presented when purchasing items on a Member's account.

f. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order.

For items back ordered, Grainger has several methods to notify the City of Tucson and OMNIA Partners' Members if an item is out of stock, depending on order method. For online orders, Members will have **real time** visibility to out of stock or discontinued items.

For substitute items, Grainger.com functionality includes a **"Compare Items" feature** which provides a side-by-side comparison of available alternates for the Member's consideration. In all instances, the decision to accept a substitute product is solely that of the Member.

If the Member places an order either via a branch or phone, the Member is immediately notified by a Customer Service Associate who will inform them of options for substitute or alternate items. Grainger's purchasing system easily allows the CSA to search for available alternatives for the member to consider. Product information can also be emailed to the City of Tucson or OMNIA Partners' Member to review.

For faxed or emailed orders, a CSA will notify the Member and inform them of options for substitute or alternate items. Product information can be emailed to the Member.

For cancelling an item on an order, the City can utilize Grainger.com, click to chat, call our customer service agents/branch/sales representatives, or email.

4. OTHER/VALUE ADD

a. Describe any government rebate or government incentive programs applicable.

[redacted]



Financial Incentive Program:

Detailed below are the **three (3) types of financial incentives** to be offered to the City Tucson/OMNIA Partners' members that:

- Affiliate to this contract.
- Incentives begin when Member purchases more than $100,000 annually under the Agreement from Grainger.



1. Direct Sales Administration Fee: 2.0%

- Members will qualify for a 2% Direct Sales Administration Fee on total purchases made in the contract year, paid annually.
- To be eligible, a minimum of $250,000 in total annual purchases must be met for each contract year.



2. Incremental Growth Incentive: 5.0%

- Grainger offers an Incremental Growth Incentive to members which includes an incentive paid on incremental growth.
- To be eligible, total annual purchases must meet or exceed previous year's total annual purchases and minimum of $100,000 in total annual purchases.



3. E-Commerce Incentive: 2.0%

- Members will qualify for a 2% incentive on total E-Commerce purchases when E-commerce purchases exceed 75% of total annual purchasing.
- To be eligible, a minimum of $100,000 in total annual purchases must be met for each contract year.



Reporting and Payment: Payment of the rebate, along with a supporting report, will be issued to Public Participating Agencies within 90 days of the close of the current contract year. Grainger will work with OMNIA Partners on the distribution of the funds.

Net Annual Purchases Defined: Net Annual Spend is calculated for the calendar year and is defined as the total invoice price of all calendar year purchases less:

- Refunds
- Credits on return
- Discounts
- The monies paid on any purchases pursuant to the Grainger Distributor Alliance Program
- Additional freight charges related to oversize, special handling, expedited or hazmat shipments.

Customized Contract Incentives: Grainger will work **with each OMNIA Partners' Member** in the addendum process to address factors such as contract commitments, single award status, market competition and other elements to shape an offer of incentives meeting the Member's needs.

Custom Core List: In addition to the Grainger Market Basket, we will offer the ability **for each agency** to create a Customized Core List. To drive additional cost savings while enhancing procurement stability, agencies can select a personalized market basket consisting of products the individual agency most frequently purchases. The Grainger Sales team will work with Agencies seeking to consolidate, standardize and to identify a product list and price.

Functional Equivalents and Alternate Products: Grainger Sales and Technical Product Team Members will engage OMNIA Partners' Members in **evaluating alternate products** that **meet agency requirements**. Focusing on the specific needs and projected time period, Grainger will analyze total cost in context of product variations addressing availability, stability, Unit of Measure metrics, and other factors to bring insight to provide greater cost efficiency while ensuring timely access to product.

b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

[redacted]

c. Please include any value-added services that have not been listed in the scope of work. Services could include, but not limited to, safety shoe program, additional inventory management, emergency preparedness services, safety glove programs etc.

In addition to the value-added services offered in Section 3, Services, Grainger presents the following value-added services not in the scope of work:

Grainger Sales and Team Member Expertise, Experience and Training: The reality of Grainger's service to each Member is based on the expertise of its Sales and Customer Services Teams. Training is directed to providing expertise to government sectors and the products and services needed– public works, transportation infrastructure, healthcare, emergency services, secure firearms inventory, and the range of specialization unique to government. Grainger Team members are evaluated on how well each serves the particular sector.

This foundation of expertise is also reflected in Grainger's culture of compliance borne out of government sector ethics, training which is an ongoing requirement for each Government Team Member.

Full Catalog Access: As many City of Tucson OMNIA Partners' Members seek one contract vehicle to purchase all MRO requirements, Grainger will provide an incentive in that its offer will encompass the entire US portfolio of 1.6 million maintenance, repair, and operating supplies across more than 32 categories provided by 5,000 suppliers. Beyond contributing significant administrative and logistic efficiencies to City of Tucson OMNIA Partners' members, meaningful sustainability objectives will be obtained.

Small, Woman-Owned and Diverse Businesses: Grainger Sales and Diversity team members will engage OMNIA Partners' Members to understand their diversity, business/operational, and system requirements. The plan will outline how the Member can leverage Grainger's diversity solutions portfolio to achieve their goals. Elements of the plan may include adjustments to product pricing to expand reseller services and engagement.

Warranty: In addition to any manufacturer warranty, Grainger warrants products against defects in material and workmanship under normal use for a period of one (1) year after Member acceptance, unless otherwise stated.

2. Price Proposal

A. Price Proposal

1. Provide a price proposal as requested on the Attachment H – Price Page Core Lists .

   a. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet, on a variety of products to agencies nationwide. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be provided to all Participating Agencies.



   b. Functional Alternatives – Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies.

      i. Using Attachment H, Price Page, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally.



      ii. Using Attachment H, Price Page, complete the Category Discount page listing the percentage off discount price for each category provided.

Within Attachment H, Price Page, Category Discount Page, Grainger has provided a discount percentage for each category. **Grainger has provided increased discounts within the following categories**: Adhesives, Lubrication, Paint, Electronics, and Fleet as compared to the current agreement. In addition to the HVAC category discount, Grainger will continue to offer a specific **HVAC Filter Category Discount of 40%.**

In addition to the proposed Category Discount offer, Grainger will continue to provide the **Enhanced Category Discount Program** offer for members who wish to forgo the financial incentives in exchange for deeper category discounts. The Enhanced Category Discount Program will be available to members who have $250,000.00 or more in annual purchases and will consist of **an additional +3% deeper discount on most categories** in Grainger's offering. Program eligibility will be reviewed after each 12-month contract period and applied to the following contract period.

      iii. How often does the Offeror propose to update this list? Are there certain products that should be updated more frequently than others?

Grainger proposes to update the Market Basket on an annual basis and upon mutual agreement of both parties will be active for the full 12 months of the following contract year. Grainger will not increase the Market Basket pricing during the contract year and if an

item is discontinued, the parties may agree upon replacement products during the annual Market Basket renewal.

Grainger reserves the ability to adjust pricing to reflect market conditions. These adjustments may include unforeseen significant increases in supplier costs due to changes in laws or regulations, imposition of tariffs, currency fluctuations, commodity or raw material price increases or other changes in conditions not reasonably foreseen by Grainger.

c. Customized Core List by Agency, individual local and state departments, and regional core lists– In addition to the National Core List, Offerors may provide customized core lists to agencies.

i. Describe Offeror's ability to provide customized core lists to agencies;

In addition to the Grainger Market Basket provided to the City of Tucson and OMNIA Partners' under Section 1a above, Grainger will offer the ability for individual and local departments and agencies to create **Customized Core Lists**. The Grainger Sales Team will assist agencies seeking to consolidate and standardize spend by identifying a product list and prices.

ii. The number of items Offeror proposes to provide on a customized core list:

The number of items in the Customized Core Lists will vary across agency circumstances and requirements. The Grainger Team will work with the individual agency towards a solution reflecting its unique needs.

iii. How often does the Offeror propose to update customized core lists.

Grainger proposes to update the individual department or agency Customized Core Lists on an annual basis and upon mutual agreement of both parties **will be active for the full 12 months** of the following contract year. Grainger will not increase the Customized Core List pricing during the contract year. If an item is discontinued, the parties may agree upon replacement products during the annual Customized Core List renewal.

[redacted]

iv. Describe any agency size or volume limitations.

Grainger **will not impose** any agency size or volume limitations to qualify for a customized core list.

v. Seasonal or Special Pricing: Describe any programs offered to promote special pricing to Participating Agencies.

Grainger's Sales Team will work with each individual OMNIA Partners' Members to determine if seasonal or special pricing on items is available to the Member and this information is also visible to a Member on Grainger.com.

2. Describe how services proposed will be priced.

[redacted]

[redacted]

3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

   Grainger's offer for the City of Tucson and OMNIA Partners' includes standard pre-paid freight for all catalog orders to all Agencies residing in large metropolitan areas and residing in rural areas.

   Prices shall be FOB Destination. Standard ground freight shipments paid by Contractor on all catalog product orders to the delivery location designated. All other freight charges imposed by freight carrier related to shipment of oversize, special handling, expedited or hazmat product(s) are paid by City/Members. Contractor shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City/Member will assist the Contractor in arranging for inspection.

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

   As stated above in the Price Proposal Section, the **National Core List** net prices will be held **firm for 12 months** from the contract award date ("Contract Year"). In the event a Core List item is discontinued, the parties will find a mutually agreeable replacement item and add such replacement item to the Core List. Grainger will review the Core List items on an annual basis to ensure continued customization and relevance. This data will be based on the information accumulated throughout the term of the contract. A review of this data is critical to ensure that the City of Tucson and Participating Public Agencies continue to receive the most significant savings on the items they purchase the most.

   Also as stated above in the Price Proposal Section, **Member Core List** individual net prices will be held **firm from the date** of the Member Core List implementation through the balance of the **applicable Contract Year**. As purchasing tendencies, market conditions or OMNIA Partners' Member habits change over the contract term Grainger will work with the OMNIA Partners' Member to update the Member Core List items to reflect those changes. Thereafter, the updated Member Core List items' net prices will be held firm through the applicable Contract Year.

[redacted]

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

[redacted]

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

[redacted]

Grainger Branded Category Discount Program: Program provides up to **an additional 3%** deeper discount by category, offered specifically on Grainger Branded items.

Customer Specific Pricing (CSP): In addition to the Core List Program, Grainger will offer **additional competitive discounts** and pricing in those cases where the City of Tucson and/or Participating Public Agencies make high volume and/or repetitive product purchases.

7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

[redacted]

8. Provide proposed Payment Terms.

Grainger's payment terms are NET 30.

3. Qualifications & Experience

A. Qualifications and Experience

1. COMPANY HISTORY

Provide a brief history and description of your company.

W.W. Grainger, Inc., founded in 1927 and incorporated in 1928. Grainger is a publicly held Fortune 500 company with shares traded on the New York Stock Exchange (NYSE). Grainger is the leading North American provider of maintenance, repair, and operating (MRO) supplies. Grainger's capabilities include:

- A strategic US distribution network of 250 branches, 14 distribution centers, and 6 bulk warehouses.
- An extensive product line of more than 1.6M products and over $2.3B of on-hand inventory.
- 99% of the U.S. postal codes are reachable the next day through our high-touch solutions North American supply chain network.
- Most customers receive next day product delivery; most in-stock orders are shipped the same day or within 24 hours.
- Proven experience in negotiating and implementing commercial and government multi-state, complex, nationwide contracts.

Grainger's investment in exceptional service, value-added programs, eProcurement solutions, KeepStock® inventory management solutions, a technology driven supply chain and physical presence throughout the US enables commercial, government and institutional customers to keep their people safe and facilities well-maintained.

Grainger is the incumbent provider of MRO products and services to the City of Tucson / OMNIA Partners. We remain committed to providing a contract of scope and scale meeting every MRO requirement at a competitive value to government agencies across the US.

2. 3-YEAR ANNUAL SALES

Provide a statement of your annual sales for the past 3 years.

Grainger's annual sales for the previous three fiscal years:

2021: $13B | **2022:** $15.2B | **2023:** $16.5B

3. EXPERIENCE AND NATIONAL PRESENCE

Highlight experience and strong national presence in the MRO industry.

Grainger provides MRO products and services throughout the 50 states, the District of Columbia and U.S. Territories. We have a substantial relationship with the federal government, including domestic and overseas facilities for the U.S. military. Grainger serves state agencies and authorities; county; cities and local governments; school districts, and public agencies. We have agreements with state university systems, transportation, port, and airport authorities.

[redacted]

[redacted] $2.3 billion in US inventory, 1.6 million products, 14 Distribution Centers, and 250 US branch locations, each carrying approximately $2 million of inventory. We maintain capacity to serve the US via six bulk warehouses to support positioning inventory for large or high demand

products. Under construction in Gresham, OR and Houston, TX are two additional distribution centers. Grainger maintains meaningful relationships with national transportation carriers, including FedEx, USPS, UPS, as well as regional carriers.

Grainger experience in helping government agencies, institutions and commercial businesses keep their operations running and their people safe is centered on customers wanting highly tailored solutions with real-time access to information and just-in-time delivery of products and services.

In the government sector, Grainger's work reflects understanding the values and processes associated with public procurement, including the requirements of each agency. Grainger's Government Sales Team, solely dedicated to government and healthcare customers, comprehends the budgetary processes that agencies rely on, and the competitive and transparency requirements related to acquiring goods and services. We align the compliance structures of the sector with delivering MRO products and services across the wide span of governmental responsibilities to agencies small and large.

Experience drives Grainger's commitment to understand requirements and challenges. Grainger value includes:

- Designated Sales Team expertise and experience assisting all Members.
- Deep Technical and Customer Service and Digital Platform infrastructure to assist customers search and choose products.
- A US Customer Contact Center network that responds to **73,000** customer interactions per day, including 20,000 orders via phone, e-mail, and chat.
- Support Team providing reporting and compliance structures.
- Branch Team Members assist customers in kitting and staging products.
- Companywide expertise and experience in responding to large and small emergency environments.

Grainger's 13-year history with the City of Tucson and OMNIA Partners reflects a relationship of devoted partnership. Our experience under the current agreement shapes much of how we structure our offers in the public sector. We embrace the opportunity to continue to serve the City of Tucson/OMNIA Partners' Members while expanding its customer base.

4. TOTAL NUMBER & LOCATIONS OF SALESPERSONS

Provide the total number and location of salespersons employed by your firm.

[redacted]

5. Number & Location of Support Centers

Number and location of support centers (if applicable).

Grainger has three customer contact centers encompassing 1,800 Customer Support Associates. **These contact centers are in Janesville, Wisconsin, Lake Forest, IL, and Phoenix, Arizona**. Grainger contact centers are available **24 hours a day, 7 days a week** to assist our customers through phone, chat, and email. Bilingual support is provided.

The City of Tucson is supported by the Grainger Branch located at 3415 S. Dodge Blvd., Tucson, AZ, 85713-5434. It is part of Grainger's network of 250 branches eo ra hicall located to rovide convenient su ort to our customers. [redacted]

Please see ***Exhibit 06 Grainger US Branch & DC Locations*** which provides address information.

6. Team Member Qualifications

Describe the qualifications of your sales personnel and technicians.

- **Sales Personnel** | Grainger's team of [redacted] dedicated Government sellers are located throughout all 50 states and provide full geographic coverage of all state and local government members. They are specifically trained to manage government contracts and customers. All Grainger's sellers participate in Public Sector training and are required to certi annuall their Government Compliance Training and Grainger's Code of Ethics. [redacted]

  Across all Grainger disciplines is an understanding and commitment to how government agencies purchase goods and services, how agencies are funded and the compliance and transparency responsibilities that accompany the sector.

- **Field Safety** | Grainger's Field Safety Professionals bring in-field education, experience, and expertise to help customers address a wide range of safety and health questions and issues assisting with injury reduction, compliance improvement, risk assessment, and productivity improvements.

  Our teams' Primary accreditations conferred by the Board of Certified Safety Professionals include:

  - ✓ Certified Safety Professional (CSP)
  - ✓ Associate Safety Professional (ASP)
  - ✓ Safety Trained Supervisor (STS)

- **Grainger Onsite Team Members** | are well versed in inventory management techniques, ordering processes, customer communications, inventory analytics, and the breadth of Grainger product and service offerings. In addition to managing your Grainger inventory, these regularly scheduled Onsite Team Members provide additional ongoing support including assisting with identifying Grainger product solutions, placing purchase orders, and addressing your invoicing and order expediting inquiries.

- **Grainger's Technical Product Support Team** | is a customer service group dedicated to

helping customers identify the right product for their application, troubleshoot issues, and provide expert advice and knowledge. Our team members have over 1000 years of combined hand on experience in their respective fields, including: Master Electricians, HVAC Service, Master Plumbers, Certified Safety Coordinators, Foundry Shop Foremen, Technical School instructors, City Maintenance Foremen, Manufacturing Assembly, Pneumatics Specialists and Pump Sales Engineers.

7. KEY PERSONNEL

Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Grainger has established a framework to address the City of Tucson/OMNIA Partners' contract management. Inquiries are addressed initially by the Member-aligned Grainger seller who engages necessary resources to address customer inquiries. If any matter cannot be resolved by Grainger's aligned Member seller, the seller will engage their immediate supervisor and escalate the matter to Grainger leadership until the issue is resolved.

Key Personnel for the City and OMNIA Partners' contract are listed below:

[redacted]

Ken White	National Government Sales Manager	Primary contact - Dedicated Point of Contact for the City of Tucson /OMNIA Partners' contract

[redacted]

8. EXPERIENCE & REFERENCES

Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

[redacted]

9. ADDITIONAL INFORMATION

Please submit any additional information that you feel is applicable to your qualifications and experience.

[redacted]



Grainger team members came together to assemble Science, Technology, Engineering and Math (STEM) literacy kits for child victims of domestic violence, ages K-5th grade.

Grainger has been the recipient of the following awards over the past 2 years:

2024 Awards

(year to date through March 12, 2024)

Glassdoor
- Best Places to work 2024

Barron's:
- 100 Most Sustainable Companies

Sustainability Yearbook
Sustainalytics
- ESG Industry Top Rated Company

Human Rights Campaign Foundation -
- LGBTQ+ Workplace Inclusion

Newsweek:
- America's Greenest Companies 2024

Forbes:
- America's Best Large Employers



2023 Awards

Fortune
- **Best Workplaces**
  - For Women
  - For Millennials
  - In Chicago
- **Top 100**
  - Best Companies to Work for
- **Most**
  - World's Most Admired
  - America's Most Innovative

MDM:
- Top Industrial Distributor
- Top MRO Distributor

Time
- World's Best Companies

Great Place to Work: Certified

Built In
- U.S. Best Places to Work
- U.S. Best Large Places to Work
- Chicago Best Places to Work
- Chicago Best Large Places to Work

Human Rights Campaign Foundation -
- LGBTQ+ Workplace Inclusion

Disability Equality Inc.
- Best Places to Work
  - Score of 100

National Organization on Disability (NOD)
- Leading Disability Employer

Forbes:
- Global 2000
- Best-In-State Employers
- America's Best Employer's for Diversity

Diversity Inc.
- Top Ranked Regional Companies
- Top 50 Noteworthy List

Newsweek:
- America's Most Responsible Companies
- America's Greatest Workplace for Women
- Most Trustworthy Companies in America

Campus Forward:
- Large Early Career Program



2022 Awards

Fortune
- Best Workplaces for Women
- 100 Best Companies to Work for
- Fortune 500
- World's Most Admired Companies

Military Times Best for Vets

Wall Street Journal
- Top 250 Best Managed Companies

Industrial Distribution Big 50 List

Great Place to Work: Certified

Built In
- U.S. Best Places to Work
- U.S. Best Large Places to Work
- Chicago Best Places to Work
- Chicago Best Large Places to Work

Human Rights Campaign Foundation -
- LGBTQ+ Workplace Inclusion

Campus Forward:
- Large Early Career Program



SUMMARY

Throughout Grainger's response to the City of Tucson/OMNIA Partners Request for Proposals to provide Maintenance, Repair and Operations products and services to government and institutional sector agencies, we have strived to relate our deep commitment to the public sector. This is reflected in our competitive pricing, broad and accessible products, ability to deliver products when needed and digital platforms that make shopping easier. Team Member expertise reflects our commitment to be essential to every City of Tucson/OMNIA Partner Member. It is a privilege to work with the City of Tucson/OMNIA Partners. Our proposal seeks to continue the trust you have placed in us.

● Thank you for considering our proposal ●

Appendix

Please see the following information included in as a separate PDF attachment.

Services

1. Exhibit 01 Sourcing Terms and Conditions
2. Exhibit 02 WWW ESG Report
3. Exhibit 03 Grainger Safety Assessment
4. Exhibit 06 Grainger US Branch 7 DC Locations

Other Requested or Referred-to Information

5. Exhibit 04-1 Sample Invoice
6. Exhibit 04-2 Sample Invoice
7. Exhibit 05 Item Purchase History (IPH) Report
8. Exhibit 07 City of Tucson Business License

G. SPECIAL TERMS AND CONDITIONS

G.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on “Cooperatives” for a list of agencies that have Cooperative Purchasing Agreements with the City; see http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

G.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.3. FEDERAL TRANSIT ADMINISRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications".

G.4. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

G.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional one-year periods or portions thereof.

The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, please reference OMNIA Partners Attachment F, Exhibit A, 1.4 Award Basis, 2nd paragraph.

G.6. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS

The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

G.7. SUBCONTRACTORS

No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

G.8. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR

In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an “A.M. Best” rating of not less than A-VII:

H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

A. Each Occurrence: $1,000,000
B. General Aggregate: $2,000,000
C. Products & Completed Operations Aggregate: $2,000,000
D. Personal and Advertising Injury: $1,000,000
E. Blanket Contractual Liability: $1,000,000

H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than $1,000,000.

H.4. Worker's Compensation

Policy must have coverage limits no lower than:

A. Per Occurrence: Statutory
B. Employer's Liability: $1,000,000
C. Disease Each Employee: $1,000,000
D. Disease Policy Limit: $1,000,000
E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.6. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.7. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.8. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The policy is primary and any insurance carried by the City is excess and not contributing.

C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.9. Verification of Coverage

A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.

C. The certificates must contain the City project/contract number and project description.

D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H.10. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.11. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.12. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by ___0__%, if payment is made within __NA____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. Cooperative Purchasing Program

Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ Yes
☒ No

If yes, state percentage.

J.3. City of Tucson Business License

Does your firm have a City of Tucson Business License? Yes.

If yes, please provide a copy of your City of Tucson Business license in the next question.

City of Tucson Business License

If yes on the above question please upload your business license. Please see Exhibit 07.

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

A. Technical Proposal
B. Pricing Proposal
C. Offer and Acceptance Form

Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

Pricing Proposal*

Please upload your Pricing Proposal (if applicable).

*Response required

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

CONFIDENTIALITY

Information contained in this proposal is owned by W.W. Grainger, Inc.("Grainger"). Sections redacted are Confidential and Proprietary, Trade Secret protected. The contents of this proposal are solely intended for use by the City of Tucson / OMNIA Partners or Members to assist in the evaluation of Grainger's proposal and subsequent ordering of products from Grainger and may not be disclosed to any person not an employee of the City of Tucson / OMNIA Partners and Member without the prior written consent of Grainger.

This proposal will remain valid for 90 days from date of submission. After 90 days, if the offer is not accepted as stated, Grainger reserves the right to rescind or adjust this offer with no obligation to the City of Tucson / OMNIA Partners or Members.

If Grainger experiences a material increase in its cost to supply any Catalog Product as a result of, among other things, changes in laws or regulations, impositions of tariffs, increases in commodity prices, extraordinary events (e.g., COVID-19 pandemic) that significantly impact the global supply chain, or other changes in conditions not reasonably foreseeable to Grainger and, following notice to the City of Tucson and Omnia Partners, Grainger reserves the right to revise proposal prices.

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $250 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed the five years. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Overview: With 2023 sales of $16.5 billion, Grainger is the largest broad line Maintenance, Repair and Operations (MRO) distributor in the US and Canada. We serve more than 4.5 million corporate, government and institutional customers worldwide with innovative technology and deep customer relationships. Our customers have access to more than 1.6 million products and solutions via our purpose-driven culture and making a positive impact on our communities and the environment.

For over 97 years, Grainger has remained committed to helping professionals keep their operations running and their people safe by staying ahead of customer needs. Grainger's advantaged supply chain network supports multichannel offerings including branches, eCommerce channels and comprehensive inventory management. Grainger embraces its responsibilities to its customers, shareholders, and the communities it serves via:

- A strategic US distribution network of 250 branches, 6 bulk warehouses and 14 distribution centers (DC) supporting the City of Tucson and OMNIA Partners' Members with future DCs in Houston, TX, and Gresham, OR.
- An extensive product line and over $2.3 billion of on-hand inventory to meet agency requirements.
- Most customers receive next day product delivery; most in-stock orders are shipped within 24 hours.
- Proven experience in negotiating and implementing state and local government and healthcare sector multi-state, complex, nationwide contracts.

Grainger holds an advantaged position with its team member expertise, supply chain proficiencies and a broad in-stock product offering. We commit substantial investment to product acquisition, maintaining high inventory, delivery infrastructure, technology that discerns what products customers need and in the technical expertise of sales and technical support teams.

B. Total number and location of salespersons employed by Supplier.

[redacted] Through all 50 states, the District of Columbia and US Territories, this **government-dedicated sales team** understands specific customer challenges and drives overall savings in procuring products.

The following chart presents the sellers' locations per state.



C. Number and location of support centers (if applicable) and location of corporate office.

Grainger has three **Customer Contact Centers** that support over 1,800 Customer Support Associates. These contact centers are in Janesville, Wisconsin, Lake Forest, Illinois, and Phoenix, Arizona. Grainger contact centers are available 24 hours a day, 7 days a week to assist customers through phone, chat, and email.

Grainger's corporate headquarters is located in Lake Forest, IL.

D. Annual sales for the three previous fiscal years.

Grainger's annual sales for the previous three fiscal years:
2021: $13B | **2022**: $15.2B | **2023:** $16.5B

- ✓ Submit FEIN and Dunn & Bradstreet report.

FEIN: 36-1150280
D&B: 005-10-3494 | ***Please see Exhibit O01 D&B report included with our submission.***

E. Describe any green or environmental initiatives or policies.

Grainger recognizes the urgency of climate change and are dedicated to reducing our carbon, water and waste footprint in our operations and throughout our value chain. We are focused on reducing our dependence on non-renewable energy, improving energy efficiency and embedding sustainability into every aspect of our operations. Since 2009, Grainger has annually disclosed to the Carbon Disclosure Project (CDP), providing details on business risks and opportunities related to climate change. Grainger is proud to have received an A- rating from the CDP in 2022, which places us in the leadership level and indicates climate stewardship best practice.

Our initiatives to reduce dependence on non-renewable energy consumption include: 1. Increasing solar energy use at our facilities, 2. Improving technology and efficiency in our building management systems, 3. Implementing high-efficiency HVAC life cycle replacements, and 4. Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Our current climate target, set in 2020, is to reduce global absolute Scope 1 direct emissions (those owned or controlled by a company) and Scope 2 indirect emissions (those emissions that are a consequence of the activities of the company but from sources owned or controlled by a company) by 50% by 2030, using a 2018 baseline. This target aligns our Scope 1 and Scope 2 reductions with the level of reduction required to limit global temperature rise to 1.5 degrees Celsius. Steady progress has been made toward achieving this target. Since 2018, we have reduced global absolute Scope 1 and Scope 2 emissions by 26%. In 2022, our total global Scope 1 and Scope 2 (market based) GHG emissions totaled nearly 92,000 metric tons of CO2e.

Grainger recognizes the importance of reducing Scope 3 emissions to mitigate climate risks and our environmental impact. Scope 3 considers all indirect emissions (not included in Scopes 1 and 2) that occur upstream and downstream from Grainger's operations. Most of our Scope 3 impact resides in the product-use phase, or the energy required to operate the products Grainger sells. In 2022, we made progress in our Scope 3 strategy by further assessing our data quality and identifying suppliers that contribute to most of our Scope 3 emissions.

We continue this progress by refining our calculation methodology, improving our data sources, and engaging with suppliers and partners, particularly those critical to how we serve our customers.

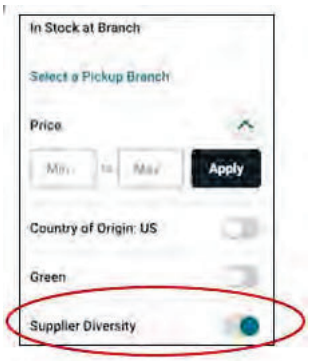
F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Diverse Partners to Use through the Master Agreement

Grainger recognizes the importance of helping meet diverse procurement goals or mandates. Our Diversity Solutions program supports the economic empowerment of diverse and small businesses. We help customers meet their diversity requirements through our breadth of products, supply chain, services and diversity expertise including our network of diverse suppliers, authorized resellers, and service providers.

Grainger's Supplier Diversity Program

Grainger's Supplier Diversity Program affords Members access to diverse manufacturers and suppliers through its catalogs and distribution channels. This program is designed to grow the sector while helping Members get their jobs done with quality products from diverse business enterprises (DBEs).



Customer's may search easily for Supplier Diversity products on Grainger.com.

The economic impact of this program continues to increase. As of 2022, Grainger's Supplier Diversity program features:

- Approximately 7,000 Diverse Business Enterprises are part of Grainger's High-Touch Solutions U.S. Supplier Diversity Program, which includes direct and indirect spend.
- More than $2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+- and disabled person–owned businesses, and HUBZone and disadvantaged businesses.
- Registered suppliers are audited monthly to maintain active supplier diversity certificates.
- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity toggle filter to shop for products from diverse suppliers exclusively.

Authorized Grainger Reseller Program

The **Authorized Grainger Reseller Program** includes a network of more than 100 certified **DBE resellers** authorized to sell Grainger MRO products. Grainger contracts with small and diverse businesses to sell directly on the Grainger agreement to the end customer. Resellers in the Diversity Alliances program are under contract and provide independent resale of MRO products purchased from Grainger. These authorized resellers have access to Grainger's full product offering. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.

The authorized reseller program enables customers greater access to products and services and provides reach to segments and contracts mandated or prioritized for DBEs. The program allows Grainger resellers to offer niche, value-added services and a broader selection of products.

Grainger and the authorized reseller will engage customers to discuss how best to serve the City of Tucson and OMNIA Partner Member including the

range of possible service and values that can be provided. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. These services encompass adjustments in product and solution pricing. The plan will outline how the customer can leverage Grainger's diversity solutions portfolio to achieve its goals.

OMNIA Partners' Authorized Resellers and Certifications

[redacted]

OMNIA Partners' Authorized Reseller	Certification
Aviate	SDVOSB, VOSBE, DSVOB, VBE, SBA, DVBE, SWaM
Black Box Safety	DVBE, SDVOSB, SLBE, SB, SDVOB, DVBE
Burgoon	WOSB, SBA, TXHub
Cal State Supply	SB
Collier Hardware	SB
Elevating Sales	DVBE, SB
Gordon Industrial	SB
Mavich	MBE, WBE, TXHub
Northgate	MBE
Pacific Office Solutions	WBE, KC SCS, SBA, WOSB, DBE
Peer Consultants	MWBE, MBE
Stygian	SBE, MBE, SB

Authorized Resellers above are aligned to the City of Tucson OMNIA Partners contract. (Grainger currently supports over 100 Authorized Resellers in our Diversity program.)

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

✓ Minority Women Business Enterprise ☐ Yes ☒ No

If yes, list certifying agency: _____

✓ Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No

If yes, list certifying agency: _____

✓ Historically Underutilized Business (HUB) ☐ Yes ☒ No
If yes, list certifying agency: _____

✓ Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No
If yes, list certifying agency: _____

✓ Other recognized diversity certificate holder ☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Grainger is an authorized distributor of MRO product and related services. As a distributor of services, Grainger does not retain or employ subcontractors, but instead offers Participating Entity Agencies access to suppliers, vendors, manufacturers and service providers that are vetted, insured, and contractually aligned with Grainger, selling product and service solutions to Participating Entity Agencies, saving them time, money and resources while keeping their people safe.

I. Describe how supplier differentiates itself from its competitors.

Grainger is the largest broad line MRO distributor in the US and Canada. Serving more than 4.5 million customers worldwide. We have the financial strength and reach to provide value to every customer in regular and emergency environments. This value, including dedicated salespeople and technical support experts, enables us to know in detail every customer and its challenges. The 1.6 million products and solutions offered is supplemented by enormous sourcing ability extending to 16,000 suppliers. Grainger's fundamental, to be essential to every customer, is the basis of investment in team members, product innovation, digital platforms and delivery to the customer.

Beyond financial resources, depth and availability of product, are advanced digital platforms shaped to customer ease of search and purchase. By knowing the customer in detail, Grainger anticipates customer need and designs its digital purchasing platforms to assist customer search, compare and purchase processes.

Grainger is a value-based company. Our work supporting OMNIA Partners' Members is the highest of responsibilities. If fortunate, Grainger will continue to serve the City of Tucson and OMNIA Partners' Members by understanding the responsibilities and challenges of each and all that this RFP entails. By doing the right things the right way, we benefit our customers, communities where we live and work and our shareholders.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

W.W. Grainger, Inc. is a publicly held company with over 25,750 employees, numerous locations, involved in international operations, and is party to thousands of contracts and other relationships. From time to time the Company is involved in various other legal and administrative proceedings that are incidental to its business, including claims related to product liability, general negligence, contract disputes, environmental issues, wage and hour laws, intellectual property, employment practices, regulatory compliance or other matters and actions brought by employees,

consumers, competitors, suppliers, or governmental entities. As a government contractor selling to federal, state, and local governmental entities, the Company is also subject to governmental or regulatory inquiries or audits or other proceedings, including those related to pricing compliance. It is not expected that the ultimate resolution of any of these matters will have, either individually or in the aggregate, a material adverse effect on the Company's consolidated financial position or results of operations. While Grainger cannot provide you with all of the specific information you request with respect to each lawsuit, Grainger can state that, to the best of its knowledge and belief, without conducting exhaustive investigations or inquiries, there are no lawsuits that, if unfavorably concluded against this company would have a material adverse impact on its financial condition or ability to do business.

K. Felony Conviction Notice: Indicate if the supplier

- ✓ is a publicly held corporation and this reporting requirement is not applicable;
- ✓ is not owned or operated by anyone who has been convicted of a felony; or
- ✓ is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against supplier.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Grainger's proposal encompasses its **entire catalog of 1.6 million MRO products** and services **covering the breadth of MRO categories.** Our offering captures the routine to specialized MRO product or service; it is supplemented by sourcing proficiency. The portfolio is continually enhanced to meet evolving customer needs.

Products include the following MRO categories:

GRAINGER
FOR THE ONES WHO GET IT DONE

REQUESTED PRODUCTS

The sub-categories listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.

Category		Key Sub-Categories	
	Motors & Power Transmission 25 Subcategories ~ 81 Manufacturers	- General - Definite Purpose - HVAC Motors - Gear Motors - Bearings	- V-Belts & Accessories - Sheaves & Pulleys - Shaft Couplings, Collars & Universal Joints - Power Transmission Belts - Speed Controls
	Electrical Supplies 35 Subcategories ~ 240 Mfr. / Suppliers	- Distribution - Controls - Wire - Cable - Voice & Data Supplies	- Switches - Starters & Contactors - Fuses, Relays, Plugs, & Receptacles - Wire Management & Connectors - Extension Cords & Outlet Strips
	Lighting 17 Subcategories ~ 108 Manufacturers	- Lamps - Ballasts - Fixtures - Task Lighting - Flashlights & Batteries	- Lighting Controls & Control Systems - Bulb & Lamp Recycling - Emergency Lighting & Exit Signs - Indoor LED Light Fixtures - Job Site Lighting
	Tools 50 Subcategories ~ 286 Manufacturers	- Hand Tools - Power Tools - Outdoor Tools - Automotive Tools - Tool Storage	- Hammers & Striking Tools - Plumbing Tools - Demolition Tools & Equipmemt - Finishing Tools - Electrical Tools
	Measuring Tools & Test Instruments 28 Subcategories ~ 150 Manufacturers	- Calipers - Gauges - Inspection - Micrometers - Multimeters	- Pressure & Vacuum Measuring - Electrical Power Testing - Temperature & Humidity Measuring - Nonelectrical Properties Testing - Data Recording
	Pneumatics 13 Subcategories ~ 117 Manufacturers	- Pneumatic Tool & System Components - Air Compressors - Hydraulics - Pneumatic Hose Fittings & Couplings - Compressed Air Treatment	- Hydraulic Hose Fittings & Couplings - Hydraulic Filtration - Hydraulic Valves - Hydraulic Hoses - Distribution Equipment
	Machining & Cutting Tools 69 Subcategories ~ 170 Manufacturers	- Drill Bits - Taps & Dies - Blades - Counterbores & Countersinks - Abrasives	- Threading - Milling - Sanding Disks & Kits - Cut-Off & Grinding Wheels - Sanding Belts & Kits
	Material Handling, Storage & Packaging 62 Subcategories ~430 Manufacturers	- Ladders - Hoists - Shelving - Strorage - Furniture	- Packaging - Casters - Carts & Trucks - Drums - Pallet Jacks
	Welding 24 Subcategories ~ 70 Manufacturers	- Welding Equipment & Supplies - Filler Metals - Welding Safety Equipment - Soldering - TIG Welding & Accessories	- MIG Welding & Accessories - Welding Supplies - Plasma Cutting & Accessories - Welding Cables Grounds & Accessories - Welding Chemicals

REQUESTED PRODUCTS (continued)

The sub-categories listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.

	Fasteners & Adhesives 26 Subcategories ~103 Manufacturers	- Nuts, bolts, washers, screws - Hooks, flat stock - Raw Materials (Metal, Rubber, Plastic) - Glue & Cement	- Tapes - Threadlockers - Adhesives & Glue - Concrete, Asphalt & Masonry - Dispensing Guns
	Lubricants, Sealants & Paint 25 Subcategories ~148 Manufacturers	- Grease - Oil - Penetrates Sealants - Caulk - Paint	- Lubricants - Oilers, Reservoirs & Sprayers - Grease Feeders & Precision Metering Pumps - Stains & Equipment - Paint Booths, Paint Sprayers & Tools
	Safety & Security Supplies 59 Subcategories ~ 450 Mfr. / Suppliers	- Spill Containment & Storage - Fire Protection - Personnel Protection Equipment (PPE): Eye, foot, workwear, hearing, hand, head & respiratory - Instrumentation	- Signs, labels, tags & security - Door & Window Security - Alarms & Warnings - Video Surveillance - Access Barriers & Crowd Control
	Cleaning Equipment & Supplies 17 Subcategories ~ 300 Manufacturers	- Chemicals - Equipment - Restroom - Paper - Waste Containers	- Cleaning - Odor Control - Janitorial Carts & Supply Holders - Trash Bags - Waste Containers
	HVAC Supplies 27 Subcategories ~ 270 Manufacturers	- Controls - Heaters - Air Conditioning - Air Treatment - Fans	- Ventilators - Blowers - Central Equipment - Air Filters - HVAC Controls & Thermostats
	Pumps & Plumbing 60 Subcategories ~ 320 Manufacturers	- Submersible, Centrifugal, Water System & Displacement Pumps - Pipe, Valves, Heaters, Coolers, Filtration & Faucets - Pipe Fittings & Couplings - Pipe & Tubing	- Tube Fittings - Toilets, Urinals, & Repair Parts - Faucets, Hose Bibs, & Hydrants - Shut-Off Valves - Drum Pumps - Sump, Effluent & Sewage Pumps
	Emergency Preparedness 26 Subcategories ~ 59 Manufacturers	- Sand Bags - First Aid Supplies - Diaster Recovery Products - Emergency Water & Food Rations - Decontamination Shower	- Incident Command & Triage Supplies - Emergency Response Cots & Beds - Earthquake Safety Devices - Off-Grid Energy Equipment & Accessories - Emergency Lightstick

OTHER Product Categories
Sub-Categories

	Sourcing	Non-Grainger catalog products & services	
	Fleet & Vehicle Maintenance 19 Subcategories ~ 300 Manufacturers	- Tire & Wheel - Automotive Electrical - Automotive Maintenance Tools - Automotive Chemicals - Automotive Towing	- Automotive Exterior - Automotive Mechanical - Vehicle Lighting - Automotive Cleaning/Appearance - Automotive Interior
	Hardware 18 Subcategories ~ 120 Manufacturers	- Door Hardware - Hardware Supplies - O-Rings & O-Ring Kits - Latches, Hasps, & Hinges - Door Locks & Deadbolts	- Magnets & Magnetic Strips - Window Hardware - Electromagnetic Locking Systems - Braces & Brackets - Springs
	Office Supplies 23 Subcategories ~ 180 Manufacturers	- Boards & Easels - Writing & Correction - Computer Supplies & Media - Office Paper & Notebooks - Office Organizers	- Flags, Flag Poles & Accessories - Binders & Clipboards - Calendars & Planners - Document Covers, Displays & Frames - Laminating & Binding Equipment
	Lab Supplies 24 Subcategories ~ 200 Manufacturers	- Labware & Lab Chemicals - Water Testing Equipment & Meters - Lab Consumables - Lab Ovens, Heating & Refrigeration	- Lab Utensils - Lab Instruments - Lab Storage & Transport - Particle Sizing - Lab Equipment
	Outdoor Equipment 23 Subcategories ~220 Manufacturers	- Insect & Pest Control - Pressure Washers & Accessories - Garden Hoses & Sprinkler Systems - Shovels, Tampers & Digging Tools	- Sprayers & Spreaders - Cutting & Pruning Tools - Snow & Ice Removal - Power Brushes, Yard Vacuums & Leaf Blowers - Rakes & Cultivating Tools - Fencing & Fencing Hardware
	Electronics & Appliances 5 Subcategories ~ 100 Manufacturers	- Two-way Radios & Accessories - Communications - Electronic Communication Equipment - Intercoms & Speakers - Batteries & Battery Chargers	- Audio Equipment - Video Equipment - Data Entry Devices & Accessories - Ovens, Refrigerators, Ice Machines - Food Processesors, Garbage Disposals & Hardware
	Hospitality & Food Service 30 Subcategories ~ 139 Manufacturers	- Food Service Disposables & Dispensers - Food Service Cookware & Preparation - Food Service Snack Foods & Condiments - Bed, Bath & Table Linens	- Food Processing - Food Service Storage & Transport - Hospitality Uniforms & Workwear - Food Service Apparel - Guest Room Amenities
	Reference & Learning Supplies 5 Subcategories 11 Manufacturers	- Classroom Supplies - Books & Book Supplies	

Services: Grainger's services illustrated below will be made available to the City of Tucson and OMNIA Partners' Members and include:

Sourcing	Consulting Services	Safety Services	Inventory Management	Sustainability Solutions	Services & Solutions	Emergency Preparedness	Training & Education
Access to 5M+ Additional Products	Storeroom Layout & Optimization	Field Safety Professionals Audits & Assessments	Vendor Managed Inventory (VMI) Solutions	60,000 EPP Products	Safety Services: Lock-Out / Tag-Out, Fall Protection, Turnarounds	24/7 Disaster Support	Grainger KnowHow® Online Training
Over 16,000 Grainger Sourcing Suppliers	Procure to Pay Baseline	Grainger Site Assessment	Vending	Sustainability Landing Page	Energy Solutions: Solar, HVAC Retrofits, Electric Vehicle Charging Stations	Extended Branch Hours	Specialty Workshops & Technical Training
Product Line Extensions	Product Standardization	Online Solution Center	Managed (Grainger & Non-Grainger	Sustainable Services: Energy, Waste, Air Quality & Water	Facility: Roofing, Paving, Fencing, Lab Furniture & Equipment	Emergency Preparedness Catalog	Fee-Based Training by Vetted, Insured Third-Party Suppliers
Flexible Fulfillment including Drop-Ship	Supplier Consolidation	Managed Footwear Program & Shoemobile	Customer Managed (CMI) Solutions	Member Rebates	Custom Product Center	Emergency Preparedness Landing Page	Grainger Show Face-to-Face Supplier Trainings
Dedicated Team	Data Quality	Prescription Eyewear Program	Onsite Store & Trailer	Lighting Services	EHS Digital Services	Critical Supplies Prepositioned for Members	Onsite Key Supplier Training

Similar to Grainger continually adding products to its catalog, as new services become available, Grainger will automatically make each available to Participating Agencies and OMNIA Partners' Members.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Grainger products and services are offered throughout the United States, the District of Columbia, and US Territories. Grainger's company owned supply chain makes inventory available to customers on a just-time-time basis. Grainger branches and Distribution Centers tailor inventory to Member location demands to ensure product is available for immediate pickup, same-day shipment or same-day delivery.

Our advanced algorithms continuously review inventory and stocking levels to determine the fastest means of delivery for each customer. This analytical approach allows Grainger's supply chain to know where a particular product is, when it is required to be at a customer's location, and what the fastest means of delivery are.

Through this world class supply chain, Grainger fulfills most orders within 2 service days. Grainger also has ability to use local delivery sources, such as messenger services or common carriers, for emergency deliveries.

In respect to services, the Grainger sales team partners with Members to identify and implement services based on Member requirements. For fee-based services, we leverage a **nationwide network of third-party providers** in the areas of EH&S, Energy, and Facility solutions, helping customers address critical external and operational challenges they face every day.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Grainger's pricing team will apply coding to each Participating Agencies' account numbers (locations) within our company wide SAP Business Enterprise System. This coding will include the Master Agreement's pricing and freight terms, as well as all contract terms and conditions unique to your agreement. **No matter the ordering channel accessed, the Participating Agency's specific contract pricing will be available to all locations via the customer's account number.**

If a Member seeks to perform an audit, Grainger will assist in providing reporting for historic purchases including price, category, or other information. Data up to three years beyond the order invoice data and/or purchase order history up to three years beyond the order invoice date is available. Members can also verify Contract Reference Price on grainger.com or download OMNIA Partners' market basket pricing.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Grainger team members process all orders for end users, including assistance provided by our contact centers. Grainger engages third party carrier companies to deliver orders to our customers. Some third-party suppliers or manufacturers may ship product direct to Grainger customers.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Grainger's distribution network includes 14 Distribution Centers with 16.5 million square feet and 250 US branch locations, each carrying approximately $1 M of inventory. Storage capacity has been increased by recent investment in six new bulk warehouses nationally. Grainger's over **$2.3 billion** in on-hand inventory is supported by a network of over 4,5**000 Grainger key suppliers** and manufacturers.

Branch Network: Each of the 250 branches carries inventory ranging from $1.7 M to $10 M within 23,000 square feet and average 13 employees. Branch locations operate Monday – Friday, 8am – 5pm local time, with some variance in hours. Branch team members will assist the City of Tucson and OMNIA

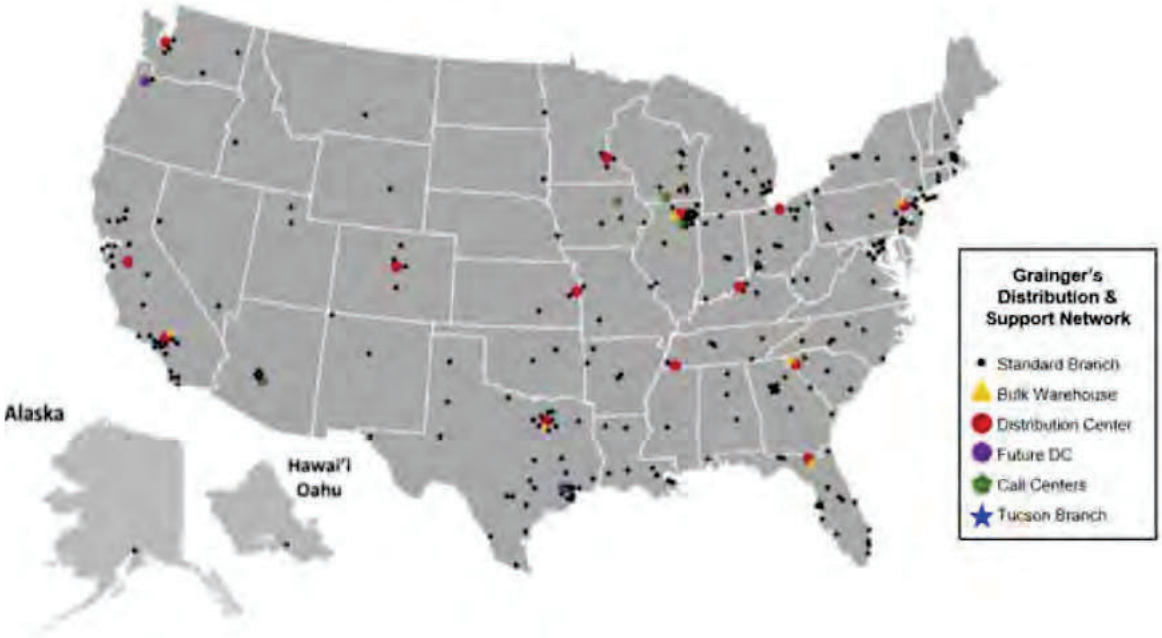
Partners' Members with purchasing decisions. Emergency support is available 24/7.

Distribution Centers: Grainger DC's range in size from 35,000 to 1,500,000 million square feet; 5 exceed 1,000,000 square feet. T**wo new** DCs currently under construction in Houston, TX, and in Gresham, OR will contain 1.2 M sq ft and 535,000 sq ft, respectively. Stocking approximately 1.4 million of the fastest selling products, Grainger's technology systems and equipment enable most customer orders and branch inventory replenishment to be met by the DCs. The DCs ship orders directly to the customer or branch location. The following chart provides details of each DC:

Location	SKUs	Square Footage	Inventory Value
Southaven, MS	111,000	230,000	$35M
Cleveland, OH	134,000	395,000	$60M
Dallas, TX	150,000	560,000	$90M
Greenville, SC	305,000	1.1 million	$135M
Jacksonville, FL	119,000	230,000	$35M
Kansas City, MO	131,000	1.3 million	$60M
Minooka, IL	464,000	1.1 million	$195M
Mira Loma, CA	133,000	345,000	$60M
Patterson, CA	269,000	820,000	$120M
Bordentown, NJ	283,000	1.3 million	$150M
Denver, CO	73,000	45,000	$9M
Plymouth, MN	89,000	35,000	$10M
Seattle, WA	88,000	56,000	$13M
Louisville, KY	200,000	1.5 million	$70M

Please see ***Exhibit O02 Grainger US Branch Locations*** which provides address information.

Grainger's US Distribution Network



3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

[redacted]

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

[redacted]

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

[redacted]

[redacted]

[redacted]

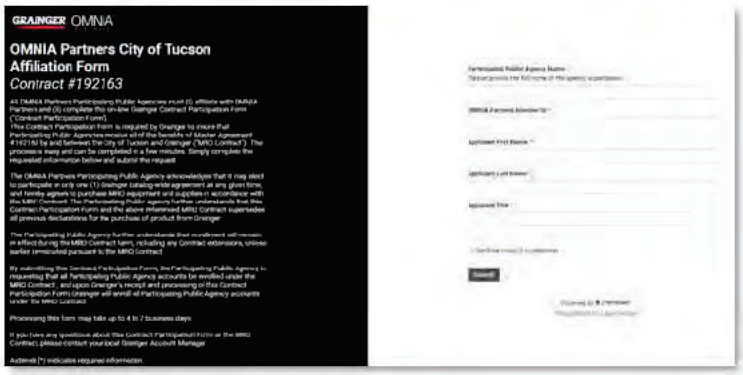
[redacted]

[redacted]

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Existing Members: Upon award, existing Members that are purchasing products under the current City of Tucson contract **will be automatically transitioned** to the new Master Agreement from the first day it takes effect. **No further action will be needed;** however, some Members may require agreement to additional terms to affiliate to the contract. We will work through this with each Member if required.

Prospective Public Agencies: New public agency customers seeking to use the City of Tucson and OMNIA Partners Master agreement will execute an affiliation document. Affiliation declaration can be done electronically through the dedicated OMNIA Partners landing page as well as Grainger.com.


GRAINGER OMNIA

OMNIA Partners City of Tucson
Affiliation Form
Contract #192163

Electronic Affiliation Document for Prospective Public Agencies which can be quickly completed to affiliate to the City of Tucson / OMNIA Partners' Master Agreement.



[redacted]



i. Creation and distribution of a co-branded press release to trade publications

[redacted]

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

[redacted]

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

[redacted]

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

[redacted]

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

[redacted]

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

[redacted]

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

[redacted]

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

[redacted]

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As the incumbent supplier, Grainger recognizes the significance this new contract represents to customers. Our goal is to transition existing customers seamlessly and enable them to receive contract benefits immediately on Day 1 of contract term.

Existing Customers: Upon award, existing Grainger customers that are purchasing products under the existing City of Tucson contract **will be automatically transitioned** to the new Master Agreement from the first day it takes effect. **No further action will be needed.**

Grainger holds other cooperative contracts. **Please see Letter of Clarification.**

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

The current reciprocal Trademark License Agreement, allowing permission for reproduction consistent with Grainger's and OMNIA Partners guidelines, will be continued.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:



i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

Yes, Grainger requires that the Public Sector Sales Team members have knowledge of the Master Agreement, including that is competitively awarded, by a Principal Procurement Agency, the City of Tucson.

ii. Best government pricing



iii. No cost to participate

Yes, Grainger will confirm to all customers there is no cost to participate in the City of Tucson – OMNIA Partners Master Agreement.

iv. Non-exclusive

Grainger confirms understanding of the above statement.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts



Partners Master Agreement and its benefits and know the advantages regarding the use of cooperative agreements.

A national kick off call will be held by Grainger to develop and present the sales team training plan. Grainger's national sales force will be trained through national webinar sessions where all aspects of the new City of Tucson/OMNIA Partners Master Agreement will be reviewed and discussed. **In addition, Grainger will work with OMNIA Partners to target specific markets for in-person Joint Planning Meetings.**

Once implementation training is completed, regularly scheduled status meetings will be held throughout the life of the contract to gauge progress and resolve challenges. New Grainger team members will be provided background on the Master Agreement during these meetings.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Ken White will manage all Grainger resources to support the City of Tucson/OMNIA Partners Master Agreement including marketing, sales, sales support, financial reporting, and contracts.

Ken White
Primary Point of Contact
Senior National Government Sales Manager
Email: ken.white@grainger.com
Mobile: 720-988-7669



Grainger's Government Leadership Team and resources outlined below will support all aspects and requirements for the City of Tucson / OMNIA Partners Master Agreement.

Grainger's Leadership Team

Name	Title	Email	Phone
[redacted]			
Ken White	National Govt Sales Manager – Primary Contract Manager	Ken.White@grainger.com	720-988-7669
[redacted]			

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

[redacted]

[redacted]

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

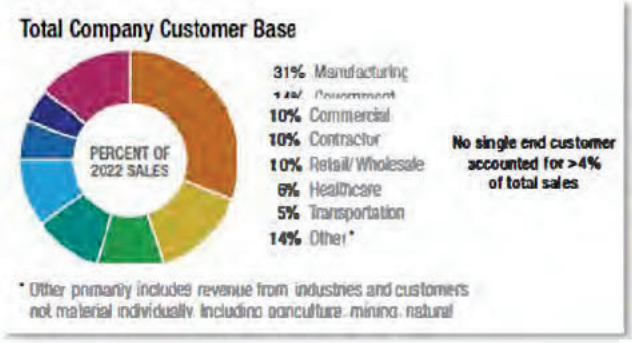
[redacted]

[redacted]

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

[redacted]

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.



Grainger's Government and Public Agency business in 2023 totaled 16% of our total 2023 sales of $16.5 billion. Grainger has contracts across the 50 States and local governments, and with the Federal government. **Please see Letter of Clarification.**

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Grainger's Digital Purchasing Channels: www.Grainger.com,

Mobile Apps, ePro/EDI Punchout Capability and KeepStock Inventory Management

Grainger.com Benefits
(New features are in red)

Grainger's eCommerce Online Ordering		
Grainger Online Benefits	• Access to over 1.6 million products for US sites	• Search by Customer Part #
	• Access to real-time contract pricing	• **Setup approvals based on dollar amount or budgets by user**
	• Compare Items	• Auto Reorder
	• Self-Service tools like access to invoices, packing slips, and **Proof of Delivery**	• Real-time product availability
	• Order history and order status	• eQuotes
	• Personal and shared lists	• Click to Call and chat support
	• Customizable order and line-level checkout fields	• Pay invoices on line
	• Branch Pickup	• Bulk Order Pad
	• Manage and Replenish KeepStock Program	• View Previously Purchased Products
	• Self-Service quote creation	• Access multiple Account #s with 1 login with Multi Account User (MAU)

Grainger owns, operates, and manages its commercial online platform, Grainger.com. This solution is available on a desktop computer and on mobile devices. The scope of our ecommerce, shopping and delivery experience reflects a market leading position. We develop and manage our ecommerce systems to provide users an exceptional experience as they select, compare, evaluate, and purchase products on our mobile apps or through our website, knowing that they can track their purchases and product delivery.

Market Research

Search, Find, and Compare – Grainger.com is an intuitive, fully configured ecommerce solution with enhanced tools and effective purchasing controls. Searching for and comparing products, reviewing technical data and instructions, examining alternate products, evaluating pricing and completing a purchase can be fulfilled quickly on Grainger.com or the Grainger mobile app (available in the App Store and Google Play).

Advanced Search Functions of Grainger.com – Search functions include dynamic search and compare capabilities, expansive product information, photographs, price, product location and shipping information. Users can search, filter and review by Keywords, Description, Manufacturer/Brand, Model Number, Image (mobile applications), Cross Reference Number, National Stock Number (NSN), UNSPSC, Supplier Diversity, Relevant Categories, or via the Product Index. The system provides search term recommendations as users type the search terms in the type-ahead capability.

Search results are laid out logically for each specific category, with relevant technical specifications prominently displayed, making it easier to perform comparisons and the final product selection.

Customer Priority Products can be Searched – Grainger.com identifies

Government purchase priorities such as Green Products, Environmentally Preferred, Socio Economic- Small Business Status, Country of Origin and EPA Certified (i.e., Energy Star). ***Grainger's platform allows customers to search by manufacturer or supplier. Customers can combine attributes to further refine their search.***

Technical Product Information – Grainger provides extensive information on each product it offers, which often includes product manuals and video operating and information guides. Our product pages provide enhanced visibility for compliance information and associated documents. For relevant products, we also offer 360-degree views, CAD models and easier product selection using technical specifications. We have a team of Technical Product Specialist (TPS) available with deep experience to answer questions and assist the customer. Grainger relies on expertly curated product assortments to ensure high quality products that fit customer purposes.

Pricing, Availability and Shipping Clarity – Pricing is clearly presented for every product. Availability of the product and shipping schedules are prominently displayed as are item quantities. Products can be saved in the shopping cart and shared with colleagues.

Selecting and Purchasing – The customer clicks "Add to Cart" to purchase the product. By inspecting the cart and clicking "Proceed to Check out," the online cart will present the product price, quantity, and delivery date. Delivery information and payment method will be pre-filled with either pre-selected information or that appearing on the last order but can be adjusted by the user. The online cart will automatically populate information relating to the product – its part number, description, brand, quantity requested, price per item and total sale. Grainger.com recognizes the customer's tax-exempt status.

Shipping – The user can select delivery to an existing address or create new address locations. The delivery location can be modified during the order process.

Agency Information – Custom fields are provided to the Government purchaser for an agency's purchase order number, project or job number, requisition name, Department or component and delivery instructions.

Purchase Approvals – ***Spend and approval requirements can be custom structured for any user.*** Orders can be routed and edited to up to four individuals for approval, denial or forwarding. An e-mail will notify those in the review chain of any action. A reviewer many edit and approve, deny or forward an order. The status of each approval is shown on the account. Only orders with appropriate approvals are processed by Grainger. Any authorized user can receive a copy of the order, a denial or when forwarded for further action.

Order Tracking & Proof of Delivery

For Grainger.com orders, Grainger will send a PDF document recognizing

proof the order has been delivered by a carrier to the customer.



*Customers can track the delivery status of their order **on grainger.com.***

Grainger's Order Management System

Grainger's Order Management System (OMS) on Grainger.com includes an Order Management Dashboard (shown below). Through its customizable spend-management and order-visibility functionality, OMS helps Members manage spend more efficiently. Members' eCommerce administrator can assign a spend limit for individual users per order, month, or year to ensure each user has one limit or a time-based budget.

Other features on grainger.com include:

- **Personal and Shared Lists:** Create and share personalized lists of frequently purchased items with others on the account. This makes it easier to order the same items next time.
- **Custom Catalog:** Direct Members to the best values or restrict items that should not be ordered. Members can view "Your Products" or toggle between the Members' catalog and Grainger's general catalog. Grainger.com can also add Order Management to route products outside of custom catalog to route for Approval, driving compliance to desired products. Additionally, we can customize the Catalog Names displayed in grainger.com. (Grainger can default the starting catalog to either the Member's custom catalog or the Grainger full catalog.)

Grainger Mobile App for iPhone and Android devices is optimized for use on any smartphone. End-users have access to Grainger.com no matter the location: job site, truck, plant floor, and garage or maintenance shop. Using the mobile website or app, employees can log into their account, view pricing, confirm local product availability, approve pending orders, and check out – with the product ready for pickup at a Grainger branch or shipped directly to their office or job site.

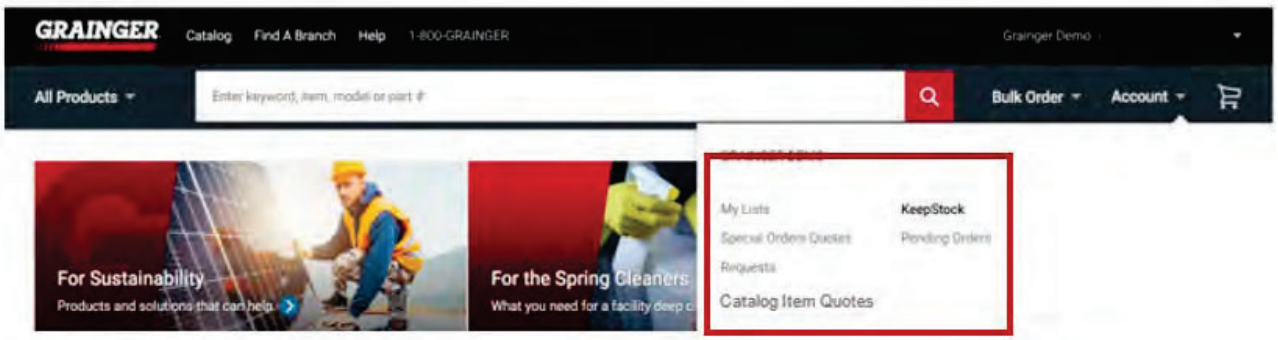
eProcurement

Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and payment.

Grainger eProcurement solutions can integrate Members' purchasing and enterprise resource planning (ERP) system or Marketplace, like SAP, Coupa, Jaggaer, GEP, and hundreds more, with a punchout experience. Grainger connects to customers through electronic marketplaces, exchanges, or ERP systems via universal technology standards like cXML and EDI. Customers can punch out to Grainger's online catalog, create a requisition, and return the shopping cart back to the marketplace for review and approval.

When customers implement an eProcurement Procure-to-Pay solution it allows them to:

- Control spend more effectively.
- Increase user productivity with streamlined processes and standardization.
- Spend Controls with approvals within the eProcurement system.
- Centralized Reporting with the eProcurement system.
- Improved requisition-to-order cost and cycle time.



Customers have efficient capabilities listed on their home screen when they sign into their account.

Grainger can set up a scoping call with its eCommerce Solutions team to understand needs and customizations to ensure a proper integration. Grainger has **experience with hundreds of eProcurement platforms** and can provide end-to-end integration to drive streamlined and standardized processes.

Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:

SAP Ariba, BirchStreet, VIRTO COMMERCE, JAGGAER, coupa, ORACLE PEOPLESOFT, McKESSON, infor, LAWSON, Allscripts, workday, GHX

Supported eProcurement EDI Transactions: Grainger supports custom non-standard transactions on a per request basis, in addition to the following standard transaction sets:

- Invoice - 810 ANSIx12, cXML , xCBL
- Payment (CTX Format ONLY) - 820 ANSIx12
- Remittance Advice - 824 ANSIx12
- Purchase Order - 850 ANSIx12, cXML, xCBL

- Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL
- Ship/Bill Notice - 856 ANSIx12
- Functional Acknowledgement - 997 ANSIx12

KeepStock® Web is central for managing Grainger inventory. It seamlessly integrates the KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. Members can leverage KeepStock® web functionality across all installation types — Vending, CMI, Replenish and Onsite, to provide total visibility to the entire inventory. KeepStock Web provides on demand real-time reporting and tracking capability.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Please see Letter of Clarification.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

In any circumstance where a Public Agency commences a further formal solicitation, including each of the scenarios presented, Grainger will evaluate the circumstances and determine the most effective path to pursue.

Please see Letter of Clarification.

Appendix

Please see the following items in the Appendix in a separate PDF:

1. Exhibit O01 Dunn and Bradstreet Report
2. Exhibit O02 Grainger US Branch Locations
3. Exhibit O03 NJ Employee Info Report Certificate

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier

shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Please see Letter of Clarification.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

Please see Letter of Clarification.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole

discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

Please see Letter of Clarification.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Example Only	
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

---

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS

PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Example Only	
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Example Only

Signature

Name

Title

Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel: Example Only

OMNIA PARTNERS			Supplier Name:		Total Sales	$0.00									
			Contract Number:		Admin Fee %										
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY		
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

Please see Letter of Clarification.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, X will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

(C) **Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? **YES** KW Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non
- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? **Cannot certify compliance absent opportunity specific information** KW Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process. KW

Does offeror agree? **Cannot certify compliance absent opportunity specific information** Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? **YES** KW _____Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? **YES** KW _____Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐ **Cannot certify compliance absent opportunity specific information.** KW

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐ **Cannot certify compliance absent opportunity specific information.** KW

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

Offeror's Name: W.W. Grainger, Inc.
Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045
Phone Number: 800-472-4643
Fax Number: NA

Printed Name and Title of Authorized Representative: Ken White
Email Address: Ken.White@grainger.com
Signature of Authorized Representative: Ken White
Date: 03/28/24

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Please see Letter of Clarification.

Offeror's Name:
W.W. Grainger, Inc.

Address, City, State, and Zip Code:
100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative:
Ken White, National Government Sales Manager

Email Address:
Ken.White@grainger.com

Signature of Authorized Representative: Ken White Date: 3/28/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-
1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and AssistedConstruction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, W.W. Grainger, Inc._____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Ken White

Signature of Contractor's Authorized Official

Ken White, National Government Sales Manager

Name and Title of Contractor's Authorized Official

3/28/24

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems

appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

a. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.

b. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.

c. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

d. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

e. For prime contracts in excess of $100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their

regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

f. Any contracts or subcontracts in excess of $2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.

g. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Please see Letter of Clarification.

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code:
100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative:
Ken White, National Government Sales Manager

Email Address: ken.white@grainger.com

Signature of Authorized Representative: Ken White

Date: 3/28/24

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C.
§ 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its

subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49
U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____

_____

_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42
U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

   a. The name, address, and telephone number, including FAX number if available, of the protestor;

   b. The signature of the protestor or authorized representative;

   c. Identification of the contract/solicitation;

   d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

   a. The items to be procured are urgently required;

   b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.

b. Identify the grantee, project number, and the number of the contract solicitation.

c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: W.W. Grainger, Inc.

Organization Address: 100 Grainger Parkway, Lake Forest, IL 60045

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): for profit/publicly traded corporation.

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
The Vanguard Group (investment firm) 10.61 %	100 Vanguard Boulevard, Malvern, PA 19355

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
No parent: Grainger is the parent	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Vanguard is an investment management firm owned by its investors and is not publicly traded	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ken White	Title:	National Government Sales Manager
Signature:	Ken White	Date:	3/28/24

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

GRAINGER
FOR THE ONES WHO GET IT DONE

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Colorado
County of Douglas ss:

I, Ken White (name of affiant) residing in Highlands Ranch (name of municipality)
in the County of Douglas and State of Colorado of full age, being duly sworn according to law on my oath depose and say that:

I am National Government Sales Manager (title or position) of the firm of W.W. Grainger, Inc. (name of firm)

_____ the bidder making this Proposal for the bid

entitled City of Tucson RFP 240078 (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Tucson (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by W.W. GRAINGER.

Subscribed and sworn to

before me this day 24 March

Ken White
Signature

_____, 2024

Ken White
(Type or print name of affiant under signature)

Notary public of Colorado

My Commission expires 9 July 2026

(Seal)

DELORES M STUMP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20104022082
MY COMMISSION EXPIRES JUL 9, 2026

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: W.W. Grainger, Inc.

Street: 100 Grainger Parkway

City, State, Zip Code: Lake Forest, IL, 60045

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

3/28/24
Date

Ken White
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Not Applicable to Grainger

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	W.W. Grainger, Inc.		
Address:	100 Grainger Parkway		
City:	Lake Forest	State: IL	Zip: 60045

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
Ken White	Ken White	National Government Sales Manager

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
No contributions			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

GRAINGER
FOR THE ONES WHO GET IT DONE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: The Vanguard Group (investment firm) 100 10.61% Home Address: 100 Vanguard Blvd. Malvern, PA 19355	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 24th day of March, 2024

Ken White
(Affiant)

DM
(Notary Public)

My Commission expires: 9 July 2026

DELORES M STUMP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104022082
MY COMMISSION EXPIRES JULY 9, 2026

Ken White, National Government Sales Manager
(Print name & title of affiant)

(Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Ken White
Printed Name of Authorized Agent

Ken White
Signature of Authorized Agent

National Government Sales Manager
Title

3/28/24
Date

W.W. Grainger, Inc.
Company Name

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Grainger's current State Division of Revenue issued Business Registration Certificate.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	W. W. GRAINGER, INC.
Trade Name:	GRAINGER
Address:	100 GRAINGER PKWY LAKE FOREST, IL 60045-5202
Certificate Number:	0092081
Effective Date:	August 08, 1946
Date of Issuance:	February 26, 2024

For Office Use Only:
20240226085040790

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report (see below)
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Ken White Title: National Government Sales Manager

Signature: Ken White Date: 03-28-24



Certification 4424

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2021 to 15-DEC-2024

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045 5201

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 240078 **VENDOR/BIDDER:** W.W. Grainger, Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Ken White — Signature

03-28-24 — Date

Version June 28, 2023

Ken White, National Government Sales Manager

Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states / districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR
CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR
CITY OF CONDON, OR CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR

CITY OF GOLD HILL, OR CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR
CITY OF REEDSPORT, OR CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR

CITY OF ROSEBURG, OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT, LA CITY OF SILVERTON, OR CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR
CITY OF WALKER, LA CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT
ALTA, UT ALTAMONT, UT
ALTON, UT AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT BEAVER, UT
BICKNELL, UT
BIG WATER, UT BLANDING, UT
BLUFFDALE, UT BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT
CLARKSTON, UT CLAWSON, UT
CLEARFIELD, UT CLEVELAND, UT
CLINTON CITY CORPORATION, UT COALVILLE, UT
CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT

DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT
ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT
EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING, UT FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT
GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT
GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT
HANKSVILLE, UT HARRISVILLE, UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT
HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT
HIDEOUT, UT HIGHLAND, UT HILDALE, UT
HINCKLEY, UT HOLDEN, UT HOLLADAY, UT
HONEYVILLE, UT HOOPER, UT HOWELL, UT
HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT
HYRUM, UT INDEPENDENCE, UT IVINS, UT
JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT
KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT
KINGSTON, UT

KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT
LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT
MANILA, UT MANTI, UT MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT
MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT
NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT
NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT

ORANGEVILLE, UT ORDERVILLE, UT OREM, UT
PANGUITCH, UT PARADISE, UT PARAGONAH, UT
PARK CITY, UT PAROWAN, UT PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT

RANDOLPH, UT REDMOND, UT RICHFIELD, UT
RICHMOND, UT RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT SANDY, UT
SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT
SCOFIELD, UT SIGURD, UT SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, UT
SPANISH FORK, UT SPRING CITY, UT
SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT
STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT
CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT
TORREY, UT TREMONTON CITY, UT TRENTON, UT
TROPIC, UT UINTAH, UT VERNAL CITY, UT
VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT
WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT WEST HAVEN, UT WEST JORDAN, UT WEST POINT, UT
WEST VALLEY CITY, UT WILLARD, UT
WOODLAND HILLS, UT WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR
GRANT COUNTY, OR HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION LAFOURCHE PARISH, LA KAUAI COUNTY, HI KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY, OR LINCOLN COUNTY, OR LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR MAUI COUNTY, HI
MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR

AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT, OR BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE

DISTRICT, OR
EAGLE VALLEY R.F.P.D.,
OR EAGLE VALLEY
S.W.C.D., OR
EAST FORK IRRIGATION
DISTRICT, OR EAST
MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE
DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL
DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE
AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY
R.F.P.D., OR EAST VALLEY
WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION
DISTRICT, OR
ELGIN HEALTH
DISTRICT, OR ELGIN
R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD
DISTRICT, OR
ELKTON
R.F.P.D., OR
EMERALD
P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE
DISTRICT, OR
ESTACADA R.F.P.D. #69,
OR EUGENE R.F.P.D. # 1,
OR

EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR GLIDE
R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD
HILL IRRIGATION DISTRICT, OR GOLDFINCH ROAD
DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR GOVERNMENT
CAMP SANITARY DISTRICT, OR GRAND PRAIRIE WATER
CONTROL DISTRICT, OR GRAND RONDE SANITARY
DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR GRANT
S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR GREATER
BOWEN VALLEY R.F.P.D., OR GREATER ST. HELENS
PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR GREEN
SANITARY DISTRICT, OR GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN
ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES
FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR HAMLET
R.F.P.D., OR HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR HARBOR WATER
P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR HARNEY
S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR

HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION
DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION
DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT

COMPANY, OR
ICE FOUNTAIN WATER DISTRICT,
OR IDAHO POINT SPECIAL ROAD
DISTRICT, OR
IDANHA-DETROIT RURAL FIRE
PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE
DISTRICT ILLINOIS
VALLEY R.F.P.D., OR
ILLINOIS VALLEY
S.W.C.D., OR IMBLER
R.F.P.D., OR
INTERLACHEN WATER
P.U.D., OR IONE
LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT,
OR IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT,
OR IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION
DISTRICT, OR ISLAND CITY CEMETERY
MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD
DISTRICT, OR JACKSON COUNTY FIRE
DISTRICT #3, OR JACKSON COUNTY
FIRE DISTRICT #4, OR JACKSON
COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT,
OR
JACKSON COUNTY VECTOR CONTROL
DISTRICT, OR JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY
MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT,
OR JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION
DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT,
OR JOSEPHINE COUNTY 4-H & EXTENSION
SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT
COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT
DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR KERBY
WATER DISTRICT, OR K-GB-LB WATER
DISTRICT, OR KILCHIS WATER
DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR KLAMATH
BASIN IMPROVEMENT DISTRICT, OR KLAMATH COUNTY
DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR KLAMATH
COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE
DISTRICT #4, OR KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL
DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT
UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR KLAMATH
IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR LA PINE
R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR LACOMB
IRRIGATION DISTRICT, OR LAFAYETTE AIRPORT
COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT –
DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT,
OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR LAKE
CREEK R.F.P.D. - LANE COUNTY, OR LAKE
DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR LANE
TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR LANGLOIS
WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR LEBANON
R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR LINCOLN
S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY,
OR
LINN S.W.C.D., OR

LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, ORNYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR OTTER ROCK WATER DISTRICT, OR OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1, OR PENINSULA DRAINAGE DISTRICT #2, OR PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR

PORT OF TILLAMOOK
BAY, OR PORT OF
TOLEDO, OR
PORT OF
UMATILLA, OR
PORT OF
UMPQUA, OR
PORT ORFORD CEMETERY
MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY
DISTRICT, OR PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT
COMMISSION, OR PORTLAND FIRE AND
RESCUE
PORTLAND HOUSING
CENTER, OR POWDER
R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL
DISTRICT, OR POWERS HEALTH
DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE
DISTRICT, OR PRINEVILLE LAKE ACRES
SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT
DISTRICT, OR QUEENER IRRIGATION
IMPROVEMENT DISTRICT, OR
RAINBOW WATER
DISTRICT, OR RAINIER
CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT
COMPANY, OR RALEIGH WATER
DISTRICT, OR
REDMOND AREA PARK & RECREATION
DISTRICT, OR
REDMOND FIRE AND RESCUE,
OR RIDDLE FIRE PROTECTION
DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT
COMPANY, OR
RIDGEWOOD ROAD
DISTRICT, OR RIETH
SANITARY DISTRICT, OR
RIETH WATER DISTRICT,
OR
RIMROCK WEST IMPROVEMENT
DISTRICT, OR RINK CREEK WATER
DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD
DISTRICT, OR RIVER FOREST ACRES
SPECIAL ROAD DISTRICT, OR RIVER
MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD
DISTRICT, OR RIVER ROAD PARK &
RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT
DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT,
OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK
CREEK WATER DISTRICT, OR ROCKWOOD WATER
P.U.D., OR
ROCKY POINT FIRE & EMS, OR ROGUE RIVER
R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE
VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG
URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES
ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD
ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT
DISTRICT #4, OR SAINT LANDRY PARISH TOURIST
COMMISSION SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3 SAINT
TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS
TRANSIT DISTRICT, OR SALEM MASS TRANSIT
DISTRICT
SALEM SUBURBAN R.F.P.D., OR SALISHAN
SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON
RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY
DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D.
#72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR SANTIAM
WATER CONTROL DISTRICT, OR SAUVIE ISLAND
DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE
R.F.P.D., OR
SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D.,
OR SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW
IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR SHORELINE
SANITARY DISTRICT, OR SILETZ KEYS SANITARY
DISTRICT, OR SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT
COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
OR

SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR THE DALLES IRRIGATION DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT, OR TRASK DRAINAGE DISTRICT, OR TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE TUALATIN VALLEY FIRE & RESCUE, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR

UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION
DISTRICT, OR VALE RURAL FIRE
PROTECTION DISTRICT, OR VALLEY
ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY
MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD
DISTRICT, OR VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK &
RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD
DISTRICT, OR
WALLA WALLA RIVER IRRIGATION
DISTRICT, OR WALLOWA COUNTY
HEALTH CARE DISTRICT, OR WALLOWA
LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT,
OR WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT
DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY
AUTHORITY, OR WARMSPRINGS
IRRIGATION DISTRICT, OR WASCO
COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT
DISTRICT, OR
WATERBURY & ALLEN DITCH
IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER
DISTRICT, OR WAUNA WATER
DISTRICT, OR WEDDERBURN
SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL
DISTRICT, OR
WEST EXTENSION IRRIGATION
DISTRICT, OR WEST LABISH
DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH
S.W.C.D., OR WEST SIDE
R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL
DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD
DISTRICT, OR WESTERN LANE
AMBULANCE DISTRICT, OR WESTLAND
IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK
& RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY
CORPORATION, OR WESTWOOD HILLS
ROAD DISTRICT, OR WESTWOOD
VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR WILLAKENZIE
R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR WILLIAMS
R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR WILLOW DALE
WATER DISTRICT, OR WILSON RIVER WATER
DISTRICT, OR WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR WINSTON-
DILLARD WATER DISTRICT, OR WOLF CREEK
R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS
ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR YACHATS
R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR YAMHILL
FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS
RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO: ACADIA
PARISH SCHOOL BOARD BEAVERTON SCHOOL
DISTRICT
BEND-LA PINE SCHOOL DISTRICT BOGALUSA
HIGH SCHOOL, LA BOSSIER PARISH SCHOOL
BOARD
BROOKING HARBOR SCHOOL DISTRICT CADDO
PARISH SCHOOL DISTRICT CALCASIEU PARISH
SCHOOL DISTRICT CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY CASCADE
SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL
SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL CENTRAL
POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL
DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS
SCHOOL DISTRICT 509J COUNTY OF YAMHILL
SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2 DAVID
DOUGLAS SCHOOL DISTRICT DAYTON
SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE DUFUR
SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL GLADSTONE
SCHOOL DISTRICT GRANTS PASS
SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT

HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101 NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT

LINCOLN ACADEMY, UT LOGAN
SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT

MILLARD SCHOOL
DISTRICT, UT MOAB
CHARTER SCHOOL, UT
MONTICELLO ACADEMY,
UT MORGAN SCHOOL
DISTRICT, UT
MOUNTAINVILLE
ACADEMY, UT MURRAY
SCHOOL DISTRICT, UT
NAVIGATOR POINTE
ACADEMY, UT NEBO
SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING
& SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY
ACADEMY, UT NORTH SANPETE
SCHOOL DISTRICT, UT NORTH
STAR ACADEMY, UT
NORTH SUMMIT SCHOOL
DISTRICT, UT ODYSSEY
CHARTER SCHOOL, UT
OGDEN PREPARATORY
ACADEMY, UT OGDEN
SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER
SCHOOL, UT PARADIGM HIGH SCHOOL,
UT
PARK CITY SCHOOL
DISTRICT, UT PINNACLE
CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT,
UT PROVIDENCE HALL, UT
PROVO SCHOOL
DISTRICT, UT QUAIL
RUN PRIMARY SCHOOL,
UT QUEST ACADEMY, UT
RANCHES
ACADEMY, UT
REAGAN ACADEMY,
UT RENAISSANCE
ACADEMY, UT RICH
SCHOOL DISTRICT,
UT
ROCKWELL CHARTER HIGH
SCHOOL, UT SALT LAKE ARTS
ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE
EDUCATION, UT SALT LAKE SCHOOL
DISTRICT, UT
SALT LAKE SCHOOL FOR THE
PERFORMING ARTS, UT
SAN JUAN SCHOOL
DISTRICT, UT SEVIER
SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER
SCHOOL, UT SOUTH SANPETE
SCHOOL DISTRICT, UT SOUTH
SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT WASATCH
SCHOOL DISTRICT, UT WASHINGTON SCHOOL
DISTRICT, UT WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL
OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE
MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG
UNIVERSITY - HAWAII CENTRAL OREGON
COMMUNITY COLLEGE CENTENARY COLLEGE OF
LOUISIANA CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE COLLEGE OF
THE MARSHALL ISLANDS COLUMBIA GORGE
COMMUNITY COLLEGE CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT LANE
COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE LINFIELD
COLLEGE
LINN-BENTON COMMUNITY COLLEGE LOUISIANA
COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE MULTNOMAH
BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE NORTHWEST
CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY OREGON
INSTITUTE OF TECHNOLOGY OREGON STATE
UNIVERSITY
OREGON UNIVERSITY SYSTEM PACIFIC
UNIVERSITY
PIONEER PACIFIC COLLEGE PORTLAND
COMMUNITY COLLEGE PORTLAND STATE
UNIVERSITY REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE SOUTHEASTERN

LOUISIANA UNIVERSITY SOUTHERN
OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE
UNIVERSITY, UT
SOUTHERN UTAH
UNIVERSITY, UT SNOW
COLLEGE, UT
DIXIE STATE COLLEGE,
UT COLLEGE OF EASTERN
UTAH, UT UTAH VALLEY
UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES
OFFICE BOARD OF
MEDICAL EXAMINERS
HAWAII CHILD SUPPORT
ENFORCEMENT AGENCY HAWAII
DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS
CORPORATION OFFICE OF MEDICAL
ASSISTANCE PROGRAMS OFFICE OF
THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT
COALITION OREGON DEPARTMENT
OF EDUCATION OREGON
DEPARTMENT OF FORESTRY
OREGON DEPT OF
TRANSPORTATION OREGON DEPT.
OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF
ENERGY OREGON STATE
BOARD OF NURSING
OREGON STATE DEPT OF
CORRECTIONS OREGON STATE
POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION
COUNCIL SANTIAM CANYON
COMMUNICATION CENTER SEIU LOCAL
503, OPEU
SOH- JUDICIARY CONTRACTS AND
PURCH STATE DEPARTMENT OF
DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS, AND CERTIFICATIONS

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS AND CERTIFICATIONS

Requirements/Conditions For All FTA Assisted Contracts:

- Federal Disclaimer to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Access to Third Party Contract Records
- Prohibitions Against Exclusionary or Discriminatory Specifications
- Changes to Federal Requirements
- Termination Provisons (Contracts exceeding $10,000)
- Civil Rights Requirements
- Requirements for Disadvantaged Business Enterprises (DBEs)
- Incorporation of FTA Terms

Requirements for Contracts Exceeding $25,000 Threshold:

- Debarment and Suspension Requirements

Requirements for Contracts Exceeding Small Purchase Threshold ($100,000):

- Report, record retention, and access provisions
- Buy America requirements
- Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation
- Lobbying Requirements
- Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)
- Clean Water Requirements
- Clean Air Requirements

Cargo Preference

- Acquisition of Property Shipped by Ocean Vessel
- Acquisition of Property Shipped by Air (Fly America)

Construction Activities:

- Equal Employment Opportunity (Except for supplies/raw materials)
- Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)
- Davis Bacon Act (for contracts exceeding $2,000)
- Contract Work Hours & Safety Standards Act (contracts exceeding $100,000)
- Copeland Anti-Kickback Act (for all construction contracts)
- Siesmic Safety (for new buildings/additions only)

Non Construction Activities

- Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operiational contracts (excluding transportation services) in excess of $100,000

Transit Operations

- Transit Employee Protective Arrangements
- Charter Service Operation
- School Bus Operations
- Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Planning, Research, Development and Demonstration Projects

- Patent Rights Requirements
- Rights in data and copyrights requirements

Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

- Bus Testing
- Pre-Award and Post-Delivery Audit Requirements

Miscellaneous Special Requirements

- Environmental Protection
- Energy Conservation Requirements
- Metric System Requirements
- National ITS Architecture
- Requirements for Recycled Products (for items designated by EPA)
- Seat Belt Use
- Text Messaging While Driving

Federal Davis-Bacon Wage Rates

- (If Applicable)

Certifications

- Buy America
- Transit Vehicle Manufacturer's DBE Certification
- Lobbying
- Bus Testing Requirements

Protest Procedures For Federal Transit Administration Funded Projects

- Sun Tran Protest Procedures For Federal Transit Administration (FTA) Funded Projects

Requirements/Conditions For All FTA Assisted Contracts

This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between Sun Tran and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by Sun Tran. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

Federal Disclaimer to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records *(Form FTA Master Agreement MA (18) dated October 1, 2011)*

All contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, Sun Tran agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement *(Form FTA MA (18) dated October, 2011 between Sun Tran and FTA)*, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1F

1. **Termination for Convenience (General Provision):** Sun Tran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran to be paid the Contractor. If the Contractor has any property in its possession belonging to Sun Tran, the Contractor will account for the same, and dispose of it in the manner Sun Tran directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Sun Tran may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by Sun Tran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Sun Tran, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** Sun Tran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Sun Tran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from Sun Tran setting forth the nature of said breach or default, Sun Tran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Sun Tran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that Sun Tran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Sun Tran shall not limit Sun Tran's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Convenience (Professional or Transit Service Contracts):** Sun Tran, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Sun Tran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Sun Tran, protect and preserve the goods until surrendered to Sun Tran or its agent. The Contractor and Sun Tran shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Sun Tran may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Sun Tran resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Sun Tran in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Sun Tran, acts of another Contractor in the performance of a contract with Sun Tran, epidemics, quarantine restrictions, strikes, freight embargoes; and

b. the contractor, within ten [10] days from the beginning of any delay, notifies Sun Tran in writing of the causes of delay. If in the judgment of Sun Tran, the delay is excusable, the time for completing the work shall be extended. The judgment of Sun Tran shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Sun Tran.

9. **Termination for Convenience or Default (Architect and Engineering):** Sun Tran may terminate this contract in whole or in part, for Sun Tran's convenience or because of the failure of the Contractor to fulfill the contract obligations. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Sun Tran, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Sun Tran may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by Sun Tran.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

10. **Termination for Convenience or Default (Cost-Type Contracts):** Sun Tran may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Sun Tran or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Sun Tran, or property supplied to the Contractor by Sun Tran. If the termination is for default, Sun Tran may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Sun Tran, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Sun Tran determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Sun Tran, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42

U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

    a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 26

1. The Federal Fiscal Year goal has been set by Sun Tran in an attempt to match projected procurements with available qualified disadvantaged businesses. Sun Tran goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Sun Tran as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Legal Documents and Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a. Policy - It is the policy of the Department of Transportation and Sun Tran that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

   The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any such other remedy as the recipient deems appropriate.

   It is further the policy of Sun Tran to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Sun Tran procurement activities are encouraged.

b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the contractor noncompliant and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Sun Tran DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Sun Tran and will be submitted to Sun Tran upon request.

e. Sun Tran will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

   * Identification of qualified DBE

   * Available listing of Minority Assistance Agencies

   * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

a. Disadvantaged business "means a small business concern":

i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

c. “Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

3. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by Sun Tran to the prime contractor. If applicable, the Prime contractor is to pay all retainage owed to the DBE subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the prime contractor as required by Sun Tran. Sun Tran will continue to hold full retainage as provided for under the Arizona Revised Statutes. Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to Sun Tran Office of Equal Opportunity Programs Director,

201 N. Stone Ave., 3rd Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project.

Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Sun Tran's requests which would cause Sun Tran to be in violation of the FTA terms and conditions.

Requirements for Contracts Exceeding $25,000

Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549

Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over $25,000).

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at http://epls.gov/ before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

Requirements for Contracts Exceeding $100,000

Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of $100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Sun Tran. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of Sun Tran. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of Sun Tran shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute

Unless otherwise directed by Sun Tran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Sun Tran and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Sun Tran is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Sun Tran, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Sun Tran.

Bonding Requirements for Construction Activities; may be imposed for non-construction activities

Refer to the Special Terms & Conditions of this Solicitation for

Bid Bond Requirements (Construction)
Performance and Payment Bonding Requirements (Construction)
Performance and Payment Bonding Requirements (Non-Construction)
Advance Payment Bonding Requirements
Patent Infringement Bonding Requirements (Patent Indemnity)
Warranty of the Work and Maintenance Bonds

Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Cargo Preference

Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381

Acquisition of Property Shipped by Ocean Vessel:
Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Acquisition of Property Shipped by Air (Fly America):

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Construction Activities

Equal Employment Opportunity (Does not apply for supplies/raw materials procurements)

Equal Employment Opportunity

All construction contracts in excess of $10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). The following clauses shall be included:

Nondiscrimination

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor and the FTA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Federal or Federally assisted contracts in accordance with procedures authorized in Executive No. Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (a) through (g) of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if a contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Specifications

The following clauses must also be included in all construction contracts and subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.3:

"Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order No. 11246):

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer Identification Number" means the federal social security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      i. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a hometown plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order No. 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of the contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraphs (7)(a) through (p) of these specifications, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order No. 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No. 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No. 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)."

Notice

Contractor agrees to include the following notice in all construction subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.2:

"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. a. The goals and the timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	Insert Goals for Each Year	Insert Goals for Each Year

b. These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and nonfederally involved construction.

c. The contractor's compliance with the Executive Order and the regulations at 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth at 41 C.F.R. Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is miscellaneous sites within the city limits of Tucson, Pima County, State of Arizona."

Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)

Davis Bacon Act - 40 USC §§ 3142(a), 29 CFR § 5.5(a)

Copeland Anti-Kickback Act - 18 U.S.C. § 874, 29 C.F.R. § 3, 29 C.F.R. § 5.5(a)(1) through (10)

Contract Work Hours & Safety Standards Act - 40 U.S.C. §3701, 29 C.F.R. § 5.5(b)

Federal Labor Standards Provision

[Code of Federal Regulations]
[Title 29, Volume 1, Parts 0 to 99]
[Revised as of July 1, 1998]
From the U.S. Government Printing Office via GPO Access
(http://www.access.gpo.gov/nara/cfr/index.html)
[CITE: 29CFR5.5]

[Page 110-116]

TITLE 29--LABOR

PART 5--LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Subpart A--Davis-Bacon and Related Acts Provisions and Procedures

Sec. 5.5 Contract provisions and related matters.

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards

of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the
classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Sun Tran may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Sun Tran for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department

of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to
each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO CALLED “ANTI-KICKBACK ACT” AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR. UNITD STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(June 25, 1948, ch. 645, 62 Stat. 740; Pub. L. 103-322, title XXXIII, Sec. 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

TITLE 29 – LABOR

Subtitle A - Office of Secretary of Labor

PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec. 3.1 Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways,

parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping.
Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or
subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is

To be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Siesmic Safety - 42 U.S.C. 7701 et seq. 49, CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The

contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.,* in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

Transit Operations

Transit Employee Protective Arrangements - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Charter Service Operation - 49 U.S.C. 5323(d), 49 CFR Part 604

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operation - 49 U.S.C. 5323(f) or (g), 49 CFR Part 605

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations - 49 U.S.C. §5331, 49 CFR Part 655

The contractor agrees to establish an anti-drug use and alcohol misuse program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or Sun Tran, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the contractor's testing process. The contractor agrees further to certify annually its compliance with Part 655 thirty days before July 1st of each year and to submit the Management Information System (MIS) reports thirty days before March 15 each year to John Zukas, Transit Services Coordinator, P.O. Box 27210 Tucson, AZ 85726.

If the Contractor performs functions under the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the contractor must comply with such applicable regulations. The Contractor's Drug Free Workplace Policy and the Contractor's Drug and Alcohol Policy/Program must clearly delineate the Contractor's responsibilities under their own Company policy, the FHWA's regulations, and the FTA's regulations respectively.

Privacy Act - 5 U.S.C. 552

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Planning, Research, Development and Demonstration Projects

Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

Bus Testing - 49 U.S.C. 5323(c), 49 CFR Part 665

The Contractor or Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to Sun Tran at a point in the procurement process specified by Sun Tran which will be prior to Sun Tran's final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to Sun Tran prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of Sun Tran of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audit Requirements - 49 U.S.C. 5323, 49 CFR Part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists:

    a. component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and;

    b. the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

    a. manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

    b. manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Miscellaneous Special Requirements

Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, Sun Tran agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Sun Tran agrees to accept products and services with dimensions expressed in the metric system of measurement.

National ITS Architecture

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Recycled Products (for items designated by the EPA)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

Text Messaging While Driving

In accordance with Executive Order No. 13513,Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not

include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Federal Davis-Bacon Wage Rates

The Federal Wage Rates applicable to this Contract are set forth in the following Document.

INSERT MOST RECENT WAGE DECISION INFORMATION HERE

Certifications

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date March 27, 2024

Signature _____

Company Name W.W. Grainger, Inc.

Title Senior National Government Sales Manager

Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date March 27, 2024

Signature _____

Company Name W.W. Grainger, Inc.

Title Senior National Government Sales Manager

Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

TRANSIT VEHICLE MANUFACTURER'S DBE CERTIFICATION
Certificate of Compliance with 49 CFR part 26.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF TRANSIT VEHICLES ONLY
(To be submitted with all bids or offers for transit vehicles)
(To be signed and submitted by the manufacturer of the product offered)

This procurement is subject to the provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid that does not include the certification must be rejected as non-responsive and not considered for evaluation and award.

I hereby certify that the offeror has complied with the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have been approved, or not disapproved, by the Federal Transit Administration.

W.W. Grainger, Inc. — Name of Offeror

_____ — Signature of the Offeror's Authorized Official

Ken White
Senior National Government
Sales Manager — Name and Title of the Offeror's Authorized Official

March 27, 2024 — Date

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000)
(To be submitted by the bidder/offeror)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _**W.W. Grainger, Inc.**_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Ken White
Senior National Government
Sales Manager
_____ Name and Title of Contractor's Authorized Official

March 27, 2024
_____ Date

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(Pertains only to the acquisition of Turnkey Rolling Stock over $100,000))
(To be signed and submitted by the manufacturer of the product offered)

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____N/A_____

Company Name: _____

Title: _____

Protest Procedures For Federal Transit Administration Funded Projects

City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.

2. A protest shall include:

   A. The name, address, and telephone number, including FAX number if available, of the protestor;

   B. The signature of the protestor or authorized representative;

   C. Identification of the contract/solicitation;

   D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   E. The form of relief requested.

3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7. The City may proceed with a procurement when a protest is pending if the City determines that:

   A. The items to be procured are urgently required;

   B. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8. FTA will only entertain a protest that alleges:

   1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

A. Include the name and address of the protestor.

B. Identify the grantee, project number, and the number of the contract solicitation.

C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

W.W. Grainger,
Inc. 100 Grainger Parkway
Lake Forest, IL 60045-5201
Tel: 847.535.1000
Fax: 847.535.9243
www.grainger.com

March 28, 2024

Mr. Matthew Sage
Procurement Manager
City of Tucson
Business Services Department
Shared Services Procurement Division
255 W, Alameda, 6th Floor
Tucson, AZ 85701

RE: W.W. Grainger, Inc., Letter of Clarification and Exception to the City of Tucson Request for Proposal No. 240078 Maintenance Repair and Operations Supplies Parts, Equipment, and Materials

Dear Mr. Sage:

W.W. Grainger, Inc. ("Grainger", "Contractor", or "Offeror") appreciates the opportunity to respond to the City of Tucson ("City") Request for Proposal No. 240078 ("RFP"), Maintenance, Repair and Operations ("MRO") Supplies, Equipment, and Materials. As you know, Grainger's focus on contract compliance and customer satisfaction is second to none. To that end, Grainger respectfully requests the opportunity to incorporate, should we be awarded this contract, our clarifications, and exceptions into the terms of the contract. Our objective is to earn the privilege of working with the City of Tucson and OMNIA Partners and doing so with an understanding that our collective expectations with respect to operationalization of contract terms and conditions are aligned. In accordance with RFP Section D.9. Exceptions to Contract Provisions, your favorable consideration of our proposed exceptions and clarifications is requested:

[redacted]

[redacted]

[redacted]

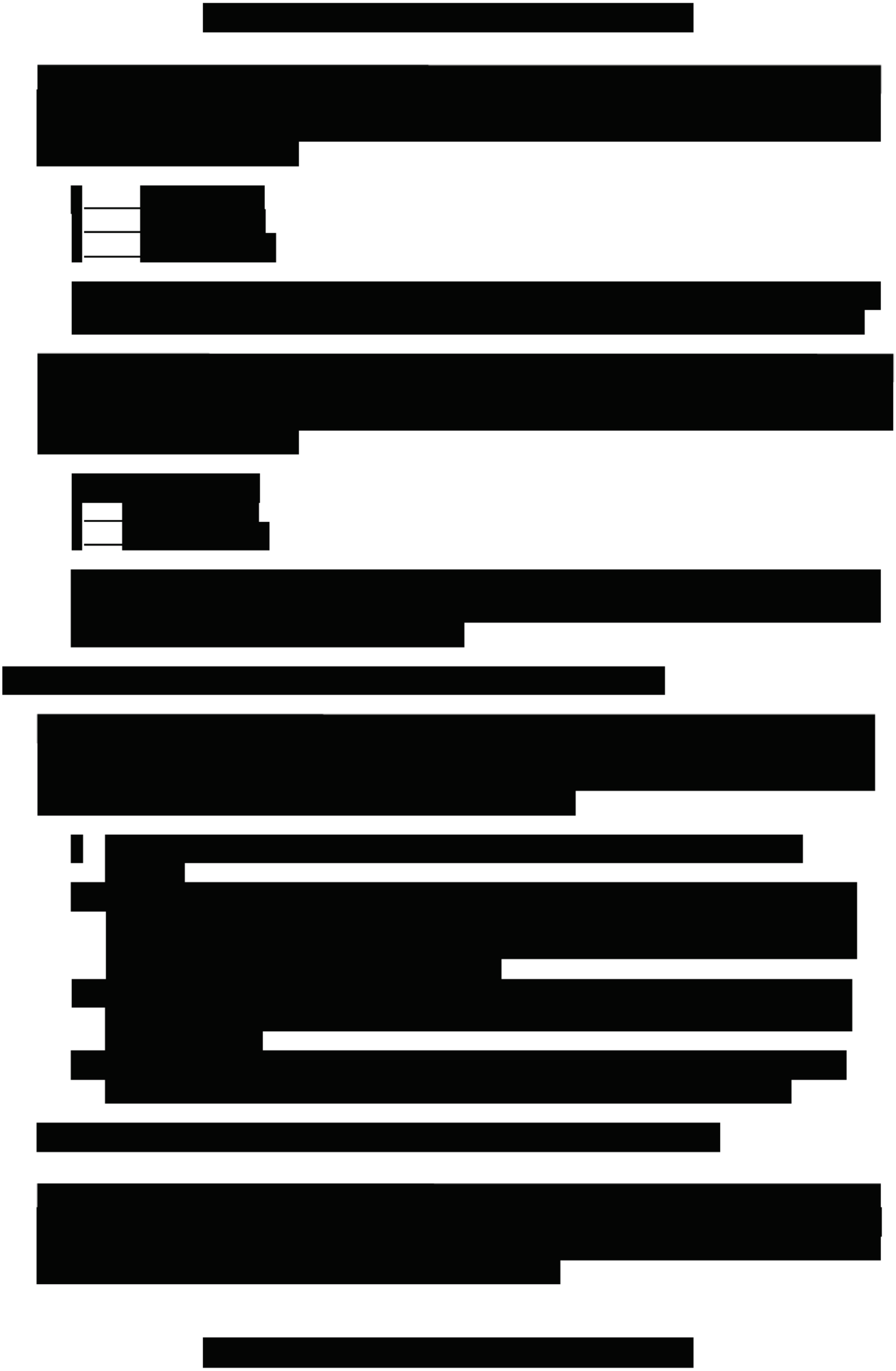
[redacted]







[redacted]







[redacted]

[redacted]

[redacted]

Attachments for City of Tucson

Exhibit 01 – Sourcing Terms Product & Services



TERMS AND CONDITIONS FOR SOURCED PRODUCTS AND SERVICES

Seller will source products and services not available through the Seller's *General Catalog* or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Contract Category Discounts do not apply to Buyer's purchase of Sourced Product or Sourced Services. Upon request, Seller will provide Buyer a quotation from the source of supply or vendor of the Sourced Products or Sourced Services, which shall include the price, freight, warranty, and any opportunity specific terms and conditions. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Product or Services terms, the additional Sourced Product or Services terms shall prevail.

1. SOURCED PRODUCTS

a. SOURCED PRODUCTS SHIPPING. Unless otherwise agreed to in writing between Seller and Buyer, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Seller and charged to Buyer on Buyer's invoice. Receipts for freight charges will not be furnished. Title and risk of loss pass to Buyer upon tender of the shipment to carrier.

b. SOURCED PRODUCTS LIMITED WARRANTY. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE SOURCED PRODUCT WILL BE BUYER'S SOLE REMEDY. SELLER'S STANDARD LIMITED WARRANTY TERMS INCLUDED IN THIS AGREEMENT OR SELLER'S WEBSITE TERMS AND CONDITIONS, TO THE EXTENT APPLICABLE, DO NOT APPLY TO SOURCED PRODUCTS.

c. SOURCED PRODUCTS WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION.

d. SOURCED PRODUCTS RETURNS. An RGA (Returned Goods Authorization) must be issued by Seller prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Seller location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Seller and added to the invoice, unless the shipment of Sourced Products was the result of Seller or manufacturer error, or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns, or refunds are allowed, except if Sourced Products are defective.

e. In the event that Seller agrees to stock an agreed upon quantity of Sourced Products for Buyer, upon expiration or termination of the Agreement, Buyer agrees to purchase all remaining stocked Sourced Product. Seller will invoice Buyer within (30) days of expiration, cancellation, or termination of the Agreement.

2. SOURCED SERVICES

a. SOURCED SERVICES PERFORMANCE. The performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Seller, its subsidiaries, affiliates, or subcontractors ("Seller"); or third-party service providers engaged by Seller ("third-party providers"). For purposes of this section, "Sourced Service Provider" refers to either Seller or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such Sourced Service Provider.

b. SOURCED SERVICES SPECIFIC TERMS. The terms and conditions contained in this section are extended solely by the specific Sourced Service provider performing Sourced Services and should be considered opportunity specific. A third-party provider may require Buyer via Seller to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Buyer and Seller specific to the Sourced Services sold. In the event of a conflict between the standard terms

and conditions in this Contract and additional Sourced Services terms, the additional Sourced Services terms shall prevail for the performance of the Sourced Services sold.

c. SOURCED SERVICES LIMITED WARRANTY. All Sourced Services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the Sourced Service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of Sourced Services ("limited warranty period"). If Sourced Services are improperly performed and Buyer notifies Seller of the improperly performed Sourced Service during the limited warranty period, then Seller will coordinate with the Sourced Service provider to re-perform those Sourced Services, in whole or in part, as necessary to cure the particular breach, or at the Sourced Service provider's sole option, refund the amount paid by Buyer for the Sourced Services directly attributable to the particular breach. The Sourced Service provider's re-performance or refund of amounts paid by Buyer for the Sourced Service directly attributable to the particular breach shall be Buyer's sole and exclusive remedy.

d. SOURCED SERVICES WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SOURCED SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SOURCED SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SOURCED SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SOURCED SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SOURCED SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

e. SOURCED SERVICES LIMITED LIABILITY. SELLER AND THIRD-PARTY PROVIDERS EXPRESSLY DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SOURCED SERVICES. THE LIABILITY OF SELLER OR ANY THIRD-PARTY PROVIDER PERFORMING SOURCED SERVICES IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SOURCED SERVICES THAT GIVES RISE TO ANY LIABILITY.

Exhibit 02 – Grainger 2023 ESG Report





2023

Environmental, Social and Governance Report

GRAINGER

GraingerESG.com

Contents

A Letter from Our Chairman and CEO

Grainger at a Glance
Our Purpose
ESG Highlights
Awards

Our Approach to ESG
ESG Governance
Materiality Assessment

Sustainability Solutions for Our Customers
Environmental and Social Customer Solutions
Value-Driven Sustainable Practices

Environmental
Environmental Management
Climate Change Disclosure and GHG Emissions
Emissions Reduction Strategy
Waste and Recycling
Water

Social
Health and Safety
Diversity, Equity and Inclusion
Talent Recruitment
Team Member Learning
Community Investment

Governance
Ethics and Compliance
Privacy
Information Security
Business Continuity

Appendix
Forward-Looking Statements
Grainger and The Sustainable Development Goals (SDGs)
GRI Index
SASB Index
TCFD Index

ABOUT THIS REPORT

The report's contents are shaped by our ESG materiality assessment, which was last completed in 2021. We also align disclosures to the Task Force on Climate-Related Financial Disclosures (TCFD) and Sustainability Accounting Standards Board (SASB), and we provide a Global Reporting Initiative (GRI) content index to indicate the location(s) of particular ESG topics and data. The data in this document is for the reporting period January 1, 2022 to December 31, 2022 unless otherwise specified. Throughout this report, data figures are rounded and approximate.

BOUNDARY

Although Grainger's ESG commitments apply throughout the world, this report is primarily focused on the company's major operations in North America. These operations currently represent more than 80% of Grainger's business based on percentage of revenue, scope of operations and number of team members. In this report, the specific geographic and business unit boundaries are referenced as following:

- "Total company", "Grainger", "global", or "globally" refer to W.W. Grainger, Inc. and its subsidiaries, except where the context makes it clear that the reference is only to W.W. Grainger, Inc. itself and not its subsidiaries.
- "High-Touch Solutions N.A." refers to Grainger's High-Touch Solutions segment, which provides value-added MRO solutions that are rooted in deep product knowledge and customer expertise. The high-touch solutions model serves customers with complex buying needs. This segment includes the Grainger-branded businesses in the United States (U.S.), Canada, Mexico and Puerto Rico.
- "High-Touch Solutions U.S." refers to Grainger-branded businesses in the U.S. that form part of the high-touch solutions model.
- "Endless Assortment" refers to Grainger's Endless Assortment segment that provides a streamlined and transparent online platform with one-stop shopping for millions of products. The Endless Assortment segment includes Zoro Tools, Inc. (Zoro) and MonotaRO Co., Ltd. (MonotaRO) online channels which operate predominately in the U.S. and Japan.
- Stated geographies such as "U.S." or "U.S. and Canada" refer to all of Grainger's operations in the stated geographies. Both reportable segments High-Touch Solutions N.A. and Endless Assortment are included.

EXTERNAL ASSURANCE

The company engages with Apex Companies, LLC, for verification of its greenhouse gas emissions, energy consumption, waste generation and water consumption data. Additionally, Grainger receives ongoing verification of its environmentally preferable SKU designation from a third-party provider.

DATA VALIDATION

In 2021, Grainger's Controllership team began an extensive ESG metric validation project, which was completed in 2022. The objectives of this work included assessment of all ESG metrics reported internally and externally, validation of source data and calculation of metrics. In 2022, a new team within Controllership was established that is dedicated to reviewing ESG data and ensuring accuracy, completeness and consistency in external reporting on an ongoing basis.

A LETTER FROM OUR
CHAIRMAN AND CEO



At Grainger, our more than 26,000 team members work diligently to fulfill our purpose:

We Keep The World Working®

Achieving that calling demands that we always do the right thing for our people, our customers and the environment.

In that spirit, I'm excited to share with you Grainger's 2023 Environmental, Social and Governance (ESG) Report, in which we detail how we are enabling our team to make a positive impact for the customers and communities we are privileged to serve.

I have the honor of heading our ESG Leadership Council, which sets the strategic direction for Grainger's ESG program and identifies ways to incorporate those initiatives into our operations and strategy. Together with subject-matter experts across the business, we are advancing key priorities, including linking executive compensation to our ESG objectives and advancing our near-term focus areas:

- Customer Sustainability Solutions
- Supplier Diversity
- Energy and Emissions
- Diversity, Equity and Inclusion

Each of these focus areas is an important part of both our culture and operations and allows us to scale our actions to make a greater impact. Early indications show we are delivering on each of them, driving sustainability, making an impact in our communities and building a strong, welcoming culture. More details on our work can be found in this report.

Meeting our ESG objectives aligns with Grainger's purpose-driven culture. We have long focused on building a more diverse, equitable and inclusive environment. We strive to make sure each team member feels welcome and able to do their best work. For the second year in a row, Grainger was named one of the *Fortune*[1] 100 Best Companies to Work For, and for the first time was recognized by *Fortune* as one of the Best Workplaces for Women and America's Most Innovative Companies.

As we look ahead, we will remain a leader in ESG by living our principles, helping our customers meet their own sustainability goals and positively impacting the communities where we operate. By doing this, we continue to ensure Grainger remains a company our customers trust and a place where our team members have meaningful and fulfilling careers.

I am confident the Grainger team will continue to act with integrity and serve our customers, as we've done for nearly 100 years.

> **Our success is the result of a purpose-driven culture, one which calls on each of us to always do the right thing for our customers, the environment and each other.**
>
> — D.G. MACPHERSON

1. From *Fortune*. ©2023 and ©2022 *Fortune* Media IP Limited All rights reserved. Used under license.

Grainger at a Glance

W.W. Grainger, Inc., is a leading broadline distributor of maintenance, repair and operating (MRO) products in North America, Japan and the United Kingdom. We achieve our purpose, We Keep The World Working®, by providing our customers with the products and services they need to keep their operations running and their people safe.

TOTAL COMPANY HIGHLIGHTS

$15.2B in sales	>4.5M active customers
>26,000 team members	>30M products offered

>5,000
product suppliers[2]

2. Represents product suppliers with over $100K spend in 2022.

Our Purpose

We Keep The World Working®



OUR ASPIRATION

We relentlessly expand our leadership position by being the go-to partner for people who build and run safe, sustainable and productive operations.

For more information on Grainger, visit **invest.grainger.com**.

- Start with the customer
- Win as one team
- Embrace curiosity
- Invest in our success
- Act with intent
- Do the right thing
- Compete with urgency

ESG Highlights

CUSTOMER SUSTAINABILITY SOLUTIONS

>$1B in Grainger High-Touch Solutions U.S. environmentally preferable product (EPP) sales

SUPPLIER DIVERSITY

>$2B spent by Grainger High-Touch Solutions U.S. on products from small businesses, including woman-, minority-, veteran-, LGBTQ+– and disabled person–owned businesses, as well as historically underutilized business zone (HUBZone) and disadvantaged businesses[3]

ENERGY AND EMISSIONS

26% total global Scope 1 and Scope 2 emissions reduction since 2018. Grainger has set a target to reduce its total global absolute Scope 1 and Scope 2 GHG emissions by 30% by 2030 from a 2018 baseline

DIVERSITY, EQUITY AND INCLUSION

35% women in leadership positions in the U.S. and Canada

24% racially and ethnically diverse team members in leadership positions in the U.S.

36% women directors serving on our board[4]

27% racially and ethnically diverse directors serving on our board[4]

ETHICS AND COMPLIANCE

100% of required total company team members certified in Grainger's Business Conduct Guidelines

WASTE AND RECYCLING

94% recycling rate across our U.S. distribution centers

3. During the federal government's fiscal year ended September 30, 2022.
4. This information is as disclosed in the 2023 Proxy Statement.

Awards

SUSTAINABILITY AND ESG

A- in 2022

Member of Dow Jones Sustainability Indices Powered by the S&P Global CSA

2022: sixth consecutive year

MSCI ESG RATINGS AAA

As of 2023, Grainger received an MSCI ESG Rating of AAA

2023 ecovadis Sustainability Rating BRONZE

72 percentile

2023 Sustainalytics ESG Industry Top-Rated Company

2023 Newsweek: America's Most Responsible Companies

2023 S&P Global Sustainability Yearbook Member

DIVERSITY, EQUITY AND INCLUSION

BEST PLACES TO WORK 2022 for LGBTQ+ Equality 100% CORPORATE EQUALITY INDEX

Perfect score for eighth consecutive year in 2022

DISABILITY EQUALITY INDEX Best Place To Work For Disability Inclusion

2022: sixth consecutive year

Diversityinc TOP 50 NOTEWORTHY 2023

2023 Top 50 Noteworthy Companies and Top Regional Company for Diversity

NOD 2022 LEADING DISABILITY EMPLOYER

CULTURE AND WORKPLACE

Great Place To Work. Certified JUN 2022-JUN 2023 USA

Re-certified

FORTUNE 100 BEST COMPANIES TO WORK FOR 2023

FORTUNE BEST WORKPLACES FOR WOMEN 2022

FORTUNE AMERICA'S MOST INNOVATIVE COMPANIES 2023 statista

BEST FOR VETS 2022 MILITARY TIMES EMPLOYERS

From *Fortune*. ©2022 and ©2023 *Fortune* Media IP Limited All rights reserved. Used under license. *Fortune* and *Fortune* 100 Best Companies to Work For® are registered trademarks of *Fortune* Media IP Limited and are used under license. *Fortune* and *Fortune* Media IP Limited are not affiliated with, and do not endorse products or services of, W.W. Grainger, Inc.

The use by W.W. Grainger, Inc. of any MSCI ESG Research LLC or its affiliates ("MSCI") data, and the use of MSCI logos, trademarks, service marks, or index names herein, do not constitute a sponsorship, endorsement, recommendation, or promotion of W.W. Grainger, Inc. by MSCI. MSCI Services and Data are the property of MSCI or its information providers, and are provided 'as is' and without warranty. MSCI names and logos are trademarks or service marks of MSCI.



Our Approach to ESG

At Grainger, we integrate ESG initiatives into our strategy and daily operations at each level of the business to deliver long-term value to our stakeholders. We embrace sustainability within our organization and are dedicated to helping our customers achieve their own sustainability goals through our products, services and resources.

ESG Governance

The Board of Directors (Board), executive leadership team and senior leaders take an active role in our overall ESG strategy. This includes ESG oversight by the Board, strategic direction by our executive leadership team and strategic and programmatic implementation by senior leaders and subject matter experts.



BOARD OVERSIGHT

Our Board, guided by the **Operating Principles for the Board of Directors**, is responsible for Grainger's overall strategic direction. This direction includes ESG oversight by the **Board Affairs and Nominating Committee** (BANC), which is composed of independent Directors, including those with expertise in corporate environmental, social and governance matters. The BANC reviews Grainger's ESG programs and reporting at least annually, including, but not limited to, energy and emissions; community impact; governance; company culture; talent strategy; and diversity, equity and inclusion practices. Learn more about our Board governance in our **2023 Proxy Statement** and in our **Committee Charters**.

ESG LEADERSHIP COUNCIL

In developing Grainger's ESG efforts, Chairman and CEO, D.G. Macpherson leads an ESG Leadership Council (ELC) composed of senior-most leadership that sets the strategic direction of Grainger's ESG program and identifies ways to incorporate ESG initiatives into operations and strategy. This group meets at least quarterly and updates the BANC on a regular basis.

ESG WORKING GROUPS

The ESG Leadership Council's strategy is implemented by cross-functional ESG Working Groups focused on near-term priorities, material topics and supporting efforts such as reporting. Our ESG Working Groups comprise leaders and subject matter experts who are responsible for implementing programs to drive progress on key ESG topics and goals.

EXECUTIVE COMPENSATION

During 2022, in partnership with the Compensation Committee's independent compensation consultant and our ESG Leadership Council, we studied various notional compensation program designs to assess how ESG metrics could align with our goal to drive a purpose-driven culture that enables strong performance and aligns with our ESG objectives. Informed by this review, we have integrated an ESG modifier within the U.S.-based Grainger Leadership Team's annual incentive program for 2023[5]. The ESG modifier can increase or decrease payouts determined by financial performance based on two quantitative metrics: total global absolute Scope 1 and 2 emissions and diverse leadership representation.

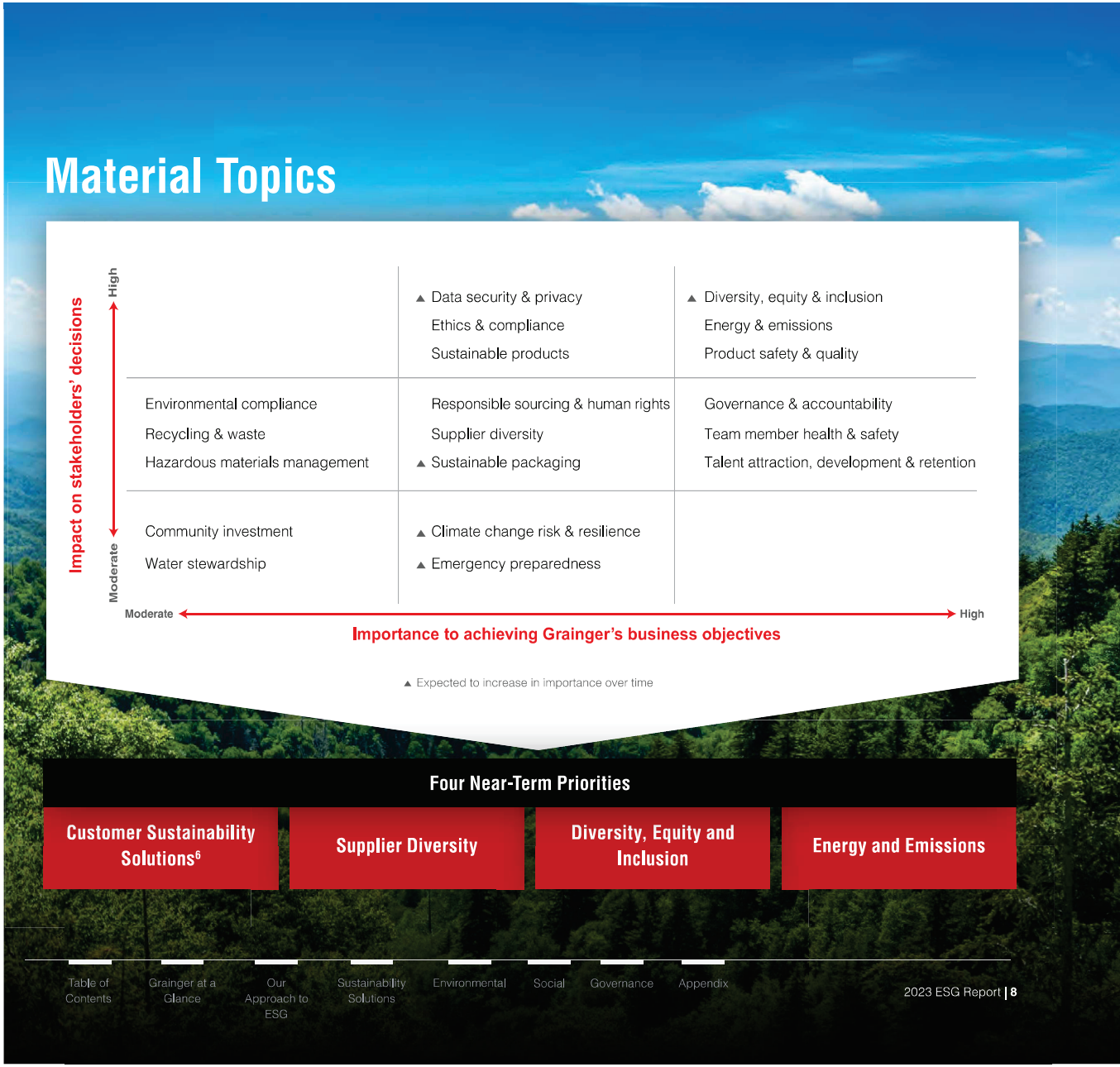
5. Grainger Leadership Team represents the CEO's leadership team (executive leadership).

Materiality Assessment

OUR APPROACH

Our materiality assessment forms the foundation of our ESG program. This assessment references the Global Reporting Initiative (GRI) Standards' definition of materiality and determines the economic, environmental, social and governance issues that are most important to our stakeholders and our business objectives. By focusing on these issues, we aim to optimize the impact of our products, services and solutions in these critical areas and create long-term value for our stakeholders. We engaged a third-party consulting firm to assist with our latest materiality assessment in 2021. The ELC then further prioritized the resulting material topics to identify four near-term priorities where Grainger should invest to improve performance. We update our materiality assessment approximately every three years to ensure continued focus on the most important topics to our stakeholders.

6. The Customer Sustainability Solutions topic referenced here is defined as environmentally sustainable products, services, packaging and resources intended to help our customers meet or make progress on their sustainability goals. Supplier diversity is a distinct material topic that has overlap with our total sustainability solutions offering of social and environmental solutions.





Sustainability Solutions for Our Customers

Starting with our customers is one of Grainger's core principles. We are at our best when we understand their needs and provide solutions that help keep them working safely, sustainably and efficiently. Grainger's products, services and resources provide value to our customers while also helping them achieve their sustainability goals.

Environmental and Social Customer Solutions

ENVIRONMENTALLY PREFERABLE PRODUCTS

Grainger provides environmentally-focused solutions through our sustainability offering, including environmentally preferable products (EPP)[7] and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than $1 billion, which represented an increase from the previous year.

At Grainger, we are committed to meeting customer demand by routinely evaluating our portfolio against customer needs and keeping our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions that may meet their needs, Grainger has developed a **Sustainability Solutions landing page** on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute, making it simple for customers to understand the environmental benefits.

GRAINGER PRODUCTS THAT HELP CUSTOMERS WITH SUSTAINABILITY INITIATIVES

Grainger products that feature an environmental attribute certified by an independent certification body and approved by a designated third-party (e.g., Energy Star®)

Grainger products that feature environmental attributes supported by product supplier claims and validated by a third-party (e.g., products made of recycled content)

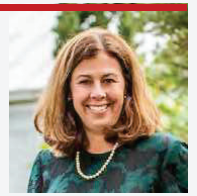
Grainger products that do not contain environmental attributes but can help customers with sustainability initiatives (e.g., flowmeters)

7. Environmentally Preferable Products (EPP) or greener products are designed to have a lesser or reduced effect on human health or the environment when compared to competing products that serve the same purpose. Grainger's EPP listings are based on third-party certifications or other evidence of relevant product characteristics submitted by the product suppliers. In each case, the basis for the EPP designation is explained in the product description, including information about the specific third-party certification and/or the relevant product attributes. Grainger relies on information from its third-party suppliers for claimed certifications and relevant product attributes. To provide an additional measure of confidence, Grainger works with outside experts to review the basis claimed by its third-party suppliers to help verify the referencing of relevant standards and product attributes.

WE ARE THE GO-TO PARTNER FOR PEOPLE WHO SEEK TO BUILD AND RUN SAFE, SUSTAINABLE AND PRODUCTIVE OPERATIONS



Grainger is deeply committed to the sustainability of its operations, and we believe that commitment extends beyond our walls. We are uniquely positioned to provide the know-how, supplier diversity and broad assortment of products customers need to achieve their sustainability goals.



— PAIGE ROBBINS, SENIOR VICE PRESIDENT AND PRESIDENT, GRAINGER BUSINESS UNIT



SUSTAINABILITY SERVICES

As part of our commitment to helping customers achieve their own sustainability goals, we continue to enhance and improve our sustainability services. Grainger offers a number of sustainability services that cover areas of energy, waste, water and air quality management through third-party service providers.

We recently added a service that provides a holistic sustainability assessment for customers covering all four environmental initiatives: energy, waste, water and air quality management. This enables them to better understand their environmental impact and identify areas for improvement.

CASE STUDY

RENEWABLE ENERGY INSTALLATION[8]

As part of our sustainability services offering, we are able to help customers achieve their sustainability goals. One recent example of this is Grainger's engagement with a large container-terminal operator that was in search of an opportunity to offset fossil fuel-based energy use, enhance its energy grid and reduce cost. Through one of the third-party service providers included in our sustainability services offering, the customer has purchased and will install more than 300 solar panels. The installation is projected to realize a nearly 480% return on investment (ROI). Over the next 20 years, the system is expected to do more than just save money. It is expected to result in:

~4,000 tons of CO_2 avoided, which is equivalent[9] to:

~9,000,000 miles driven by cars OR ~59,000 trees planted

8. Disclaimer: results will vary by customer based on location and available tax credits, but expected results noted here are considered typical for the customer's particular region.
9. According to the EPA's Greenhouse Gas Equivalences Calculator.

SAFETY AND SECURITY SOLUTIONS

Grainger is committed to providing customers with comprehensive safety and security solutions.

Grainger offers nearly 196,000 safety and security products on Grainger.com and collaborates with trusted third-party service providers to provide a range of safety services to help customers meet regulatory compliance requirements and create a safer and more secure workplace. We work with leading safety organizations to offer assessments, training, program development and testing to our customers. Innovative third-party service providers help migrate customers' environmental, health and safety (EHS) programs from paper to digital platforms and improve training effectiveness with virtual reality solutions.

Grainger's commitment to safety is also evident in our investment in Field Safety Consultants who are certified through the Board of Certified Safety Professionals. Our Field Safety Consultants provide value-added safety assessments and identify the best solutions for our customers. In 2022, our Field Safety Consultants completed more than 1,000 onsite safety assessments for our customers.

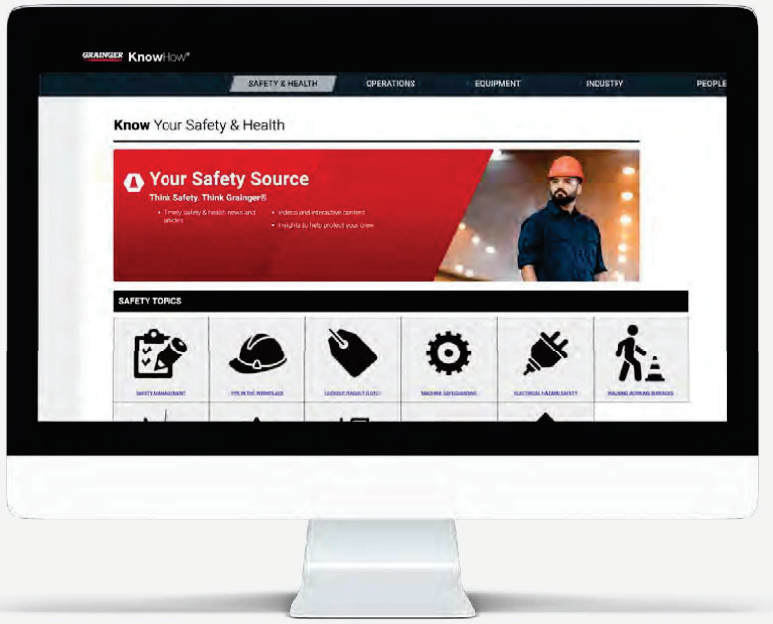
In addition to our team of Field Safety Consultants, we offer resources through the Grainger KnowHow® website and the Safety & Health Solutions Center to provide our customers with valuable safety information and insights.

We are proud to be a member of the National Safety Council's Campbell Institute for the fifth consecutive year as the sole industrial supplier.

~196,000
safety and security products offered on Grainger.com[10]

Certified
Field Safety Consultants through the Board of Certified Safety Professionals

>1,000
onsite safety assessments completed for our U.S. and Canada customers



10. As of May 2023.

DIVERSITY SOLUTIONS

Grainger's Diversity Solutions Programs assist customers in diversifying their supply chains and promoting the growth of underrepresented supplier groups in the United States. Grainger has more than 20 years of experience partnering with small and diverse businesses through two core programs.

Grainger's Tier 1 Reseller Diversity program helps customers meet their diversity procurement goals through certified Disadvantaged Business Enterprise (DBE) authorized resellers. The program is designed to deepen our customer relationships and identify ways to deliver greater value to new and existing customers. The program provides MRO resellers and customers greater access to products and services and provides reach to segments and contracts typically mandated or prioritized for small businesses and DBEs. Grainger's Tier 2 Supplier Diversity program enables customers to diversify their supply chains and promote the growth of underrepresented supplier groups.

Grainger is also a corporate member of the Women's Business Enterprise National Council (WBENC) and participates in various virtual trade, networking and learning events and develops relationships with diverse businesses.

HOW GRAINGER SUPPORTS CUSTOMERS WITH THEIR DIVERSITY GOALS



TIER 1 — DIVERSITY ALLIANCES OFFER (RESELLER DIVERSITY):

- Grainger High-Touch Solutions U.S. partners with small and diverse businesses, enabling them to directly sell to end customers through the Grainger contract as authorized resellers
- Grainger helps customers meet their diversity procurement goals through spend with certified DBEs
- In 2022, our network of diverse authorized Grainger resellers sold hundreds of millions of dollars of products to customers

TIER 2 — SUPPLIER DIVERSITY PROGRAM

- Grainger works with diverse suppliers (DBEs) to buy product and sell to the end customer
- The customer can take diversity spend credit for those qualifying purchases
- In 2022, Grainger High-Touch Solutions U.S. spent more than more than $2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+– and disabled person–owned businesses, as well as HUBZone and disadvantaged businesses[11]
- ~7,000 DBEs are part of the Grainger High-Touch Solutions U.S. Supplier Diversity Program, which includes direct and indirect spend[11]

GRAINGER SERVICES

- Grainger works with small and diverse third-party businesses to support onsite services (e.g., delivery, sales activities, KeepStock®)
- Services offered through our network of qualified, insured and licensed third-party service providers

11. Data represents reporting period of the federal government's fiscal year ended September 30, 2022.

EMERGENCY MANAGEMENT PROGRAM

Grainger's Emergency Management Program is the local support with national reach that customers can rely on before, during and after an incident. From severe weather to pandemics, Grainger's Emergency Management Program helps communities prepare for the expected and unexpected.

Nationwide logistics network: Grainger facilitates a large network of local branches supported by a state-of-the-art, integrated distribution network.

Faster response, repair and recovery times: As an invested member of the communities we serve, Grainger is committed to delivering the unique support and products our customers need as fast as possible.

Emergency support teams: Grainger mobilizes internal and external resources to assist impacted areas. Call centers can accept phone orders 24 hours a day, and local branches provide essential solutions to help their communities rebuild.

Relationships with local, regional and national authorities: By facilitating relationships with organizations like the Federal Emergency Management Agency, the Department of Homeland Security and the American Red Cross, Grainger keeps a pulse on what is happening nationwide and how to support when emergencies occur.

CASE STUDY

2022 HURRICANE IAN — FROM PREPARATION TO RECOVERY...GRAINGER IS THERE TO SUPPORT

PREPARE

Before Ian made landfall, Grainger evaluated inventory, moved high-demand product into market and was ready to meet customers' planning needs. Florida state and local governments purchased generators, sandbags, water and sheltering supplies in anticipation of Hurricane Ian. Grainger activated our internal Emergency Response Team to support the planning and eventual response and recovery needs of Florida customers.

RESPOND

Grainger was asked to participate in the state Emergency Operations Center (EOC) shoulder-to-shoulder with emergency professionals. During Ian, four Grainger team members worked shifts in Florida's EOC to meet the critical and high-volume demands of the state and local government.

RECOVER

During the recovery and restoration efforts, the Grainger team remained onsite to partner with impacted customers. Grainger supported staging and logistics efforts and ensured distribution of critical supplies, such as hygiene kits, tarps, personal protective equipment (PPE) and chainsaws.

VALUE-DRIVEN SUSTAINABLE PRACTICES THAT BENEFIT OUR CUSTOMERS

In addition to our environmental products and services, Grainger embeds sustainability practices into our comprehensive offerings that drive value for the customer and support their sustainability goals. Some examples of this include:

TRANSPORTATION AND SHIPPING EFFICIENCIES

Grainger demonstrates commitment to sustainability throughout our transportation and shipping practices. Grainger designs its distribution and transportation network to optimize the customer experience and reduce environmental waste. Throughout our network, we actively manage order fulfillment with the goal to ship orders in the fewest number of cartons from the nearest shipping point.

Grainger relies on a network of third-party carriers for transportation needs, and is always working to improve the environmental performance of outsourced logistics. We work closely with these providers to continuously identify opportunities to maximize efficiency and minimize fuel use. Grainger continues to be recognized by the U.S. Environmental Protection Agency (EPA) as a SmartWay® partner.

SUSTAINABLE PACKAGING

At Grainger, we work closely with our suppliers to identify opportunities to improve packaging sustainability and protect the products we offer. Our Supplier Packaging Guidelines promote sustainable options and best practices for our suppliers to minimize potential product damage and waste while maximizing the use of recyclable materials.

We have many sustainable packaging initiatives, including:

Right-size packaging: In select distribution centers (DCs), we employ a technology to right-size packaging for parcels, reducing the overall size of a package. This results in a reduction of the number of vehicles needed, freight costs, emissions and product damage, while enabling labor savings and minimizing unnecessary void fill. We measure our carton-to-order ratio by tracking the number of boxes we ship compared to the number of orders we receive. We monitor this ratio to drive improvements in packaging and corrugate use.

Primary packaging: We ship products in suppliers' packaging (primary packaging) whenever possible. We also use strapping or wrapping when applicable to consolidate items without adding outer packaging.

Recycled material: Our iconic Grainger boxes and paper dunnage are certified by the Sustainable Forestry Initiative and are recyclable. Additionally, Grainger boxes are made from more than 40% post-consumer recycled content.





KEEPSTOCK®

Grainger's KeepStock® inventory-management solutions help customers optimize their MRO inventory through inventory analysis and SKU and cost reduction. This solution also helps reduce their environmental footprint by enabling customers to minimize excess inventory, number of orders and transportation needed while optimizing space usage.

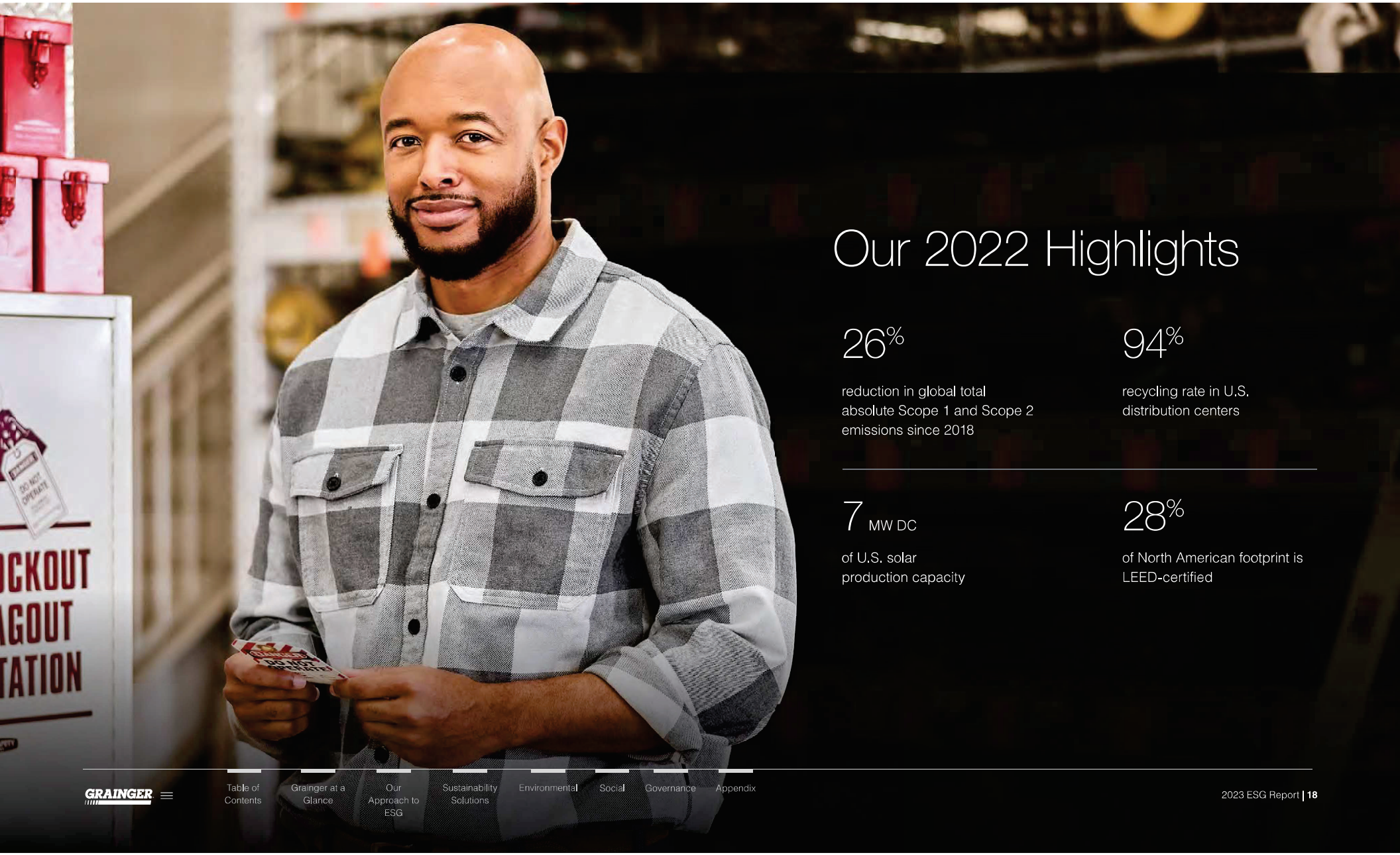
SPECIALISTS AND OTHER VALUE-ADDED SERVICES

Grainger's specialist teams focused on safety, metalworking, consulting and technical product support provide value-added services for our customers at no charge. Typical outcomes include a greater level of safety protection, extended tool and product life, increased efficiencies, reduced scrap rates and reduced operating expenses. As an example, Grainger's metalworking program includes tool reconditioning services that reduce consumption of new products by extending the life of a customer's current inventory.



Environmental

Grainger strives to operate its business and supply chain sustainably and takes proactive action to align our operations with our commitment to environmental responsibility.



Our 2022 Highlights

26%

reduction in global total absolute Scope 1 and Scope 2 emissions since 2018

94%

recycling rate in U.S. distribution centers

7 MW DC

of U.S. solar production capacity

28%

of North American footprint is LEED-certified

Environmental Management

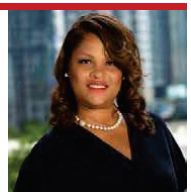
OUR APPROACH

At Grainger, we aim to be responsible citizens of both our communities and our planet. As part of this commitment, we strive to operate our business and supply chain sustainably, while also supporting our customers in their sustainability efforts.

We recognize the urgency of climate change and are dedicated to reducing our carbon, water and waste footprint in our operations and throughout our value chain. We are focused on reducing our dependence on non-renewable energy, improving energy efficiency and embedding sustainability into every aspect of our operations.

Through our ESG governance structure, the Board Affairs and Nominating Committee (BANC) and the ELC, composed of our executive leadership team, receives regular updates on material environmental topics' progress and provides strategic direction to our ESG Working Groups. As a testament to Grainger's commitment, environmental performance is tied to our executive leadership compensation program.

We believe sustainability and strong business performance are connected. That's why we are committed to investing in projects like solar panels, building management systems and hydrogen fuel cell-powered material handling equipment in our DCs. These initiatives both contribute to a greener planet and generate measurable financial results.



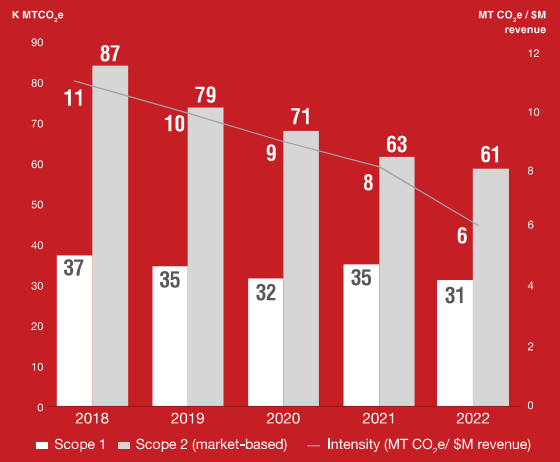
—DEE MERRIWETHER, SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

At Grainger, environmental, health and safety (EHS) excellence are at the forefront of our priorities. Our Global EHS Policy demonstrates this commitment, and our EHS management team is responsible for driving strategic initiatives that sustain and build upon our EHS performance. This involves driving short-term and long-term objectives that include:

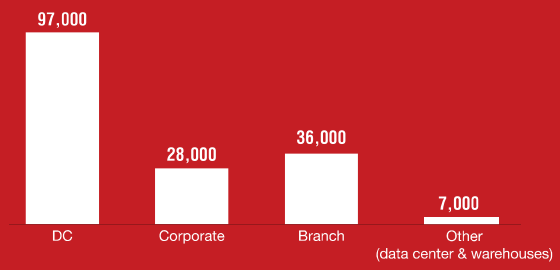
- Developing programs, procedures, training tools and action plans to meet annual goals and objectives
- Promoting employee accident prevention through awareness, recognition and incentives
- Implementing Company and regulatory requirements such as those relevant from U.S. Environmental Protection Agency (EPA) and Occupational Health and Safety Administration (OSHA)
- Recommending disciplinary action as appropriate for employee/management non-compliance
- Managing the resources to meet requirements
- Leading EHS committees and working groups in order to drive overall program implementation

Further details on our EHS program can be found in the **Health and Safety section** of this report.

TOTAL GLOBAL SCOPE 1 AND 2 ABSOLUTE EMISSIONS IN THOUSANDS OF MT CO_2E AND EMISSIONS INTENSITY



TOTAL GLOBAL ELECTRIC POWER USAGE BY FACILITY TYPE (MWH)



Climate Change Disclosure and GHG Emissions

In line with Grainger's commitment to mitigate climate risks and reduce carbon emissions, we follow the guidelines of the Science Based Targets initiative (SBTi) and the Greenhouse Gas Protocol to align our actions for Scope 1 and 2 emissions with the goal of limiting global warming to below 2 degrees Celsius.

Since 2009, Grainger has annually disclosed to the CDP, providing details on business risks and opportunities related to climate change. Grainger is proud to have received an A- rating from the CDP in 2022, which places us in the leadership level and indicates climate stewardship best practice.

OUR INITIATIVES TO REDUCE DEPENDENCE ON NON-RENEWABLE ENERGY CONSUMPTION AND EMISSIONS INCLUDE:

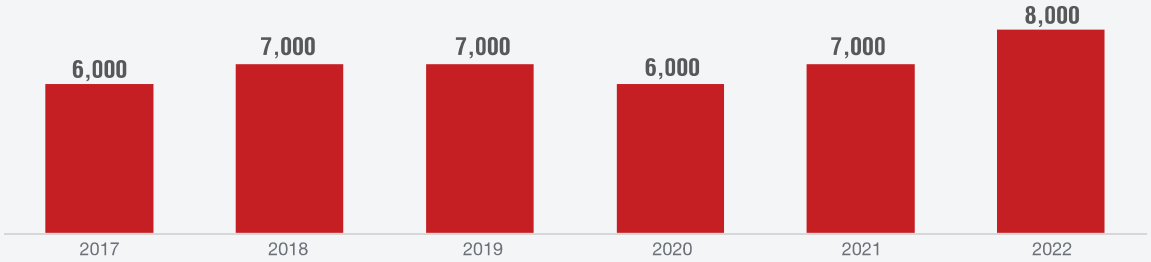
1. Increasing solar energy use at our facilities
2. Improving technology and efficiency in our building management systems
3. Implementing high-efficiency life cycle replacements
4. Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells

Our current climate target, set in 2020, is to reduce global absolute Scope 1 and Scope 2 emissions by 30% by 2030, using a 2018 baseline. This target follows the medium-term goals of the Paris Climate Agreement, and we have made steady progress toward achieving our target.

Since 2018, we have reduced global absolute Scope 1 and Scope 2 emissions by 26%, which achieves 87% of our global reduction target. In 2022, our total global Scope 1 and Scope 2 (market-based) GHG emissions totaled nearly 92,000 metric tons of CO_2e.

We recognize the importance of reducing Scope 3 emissions as part of our strategy to mitigate climate risks and our environmental impact, and the ESG Leadership Council regularly reviews our overall carbon emissions reduction strategy. Scope 3 considers all indirect emissions (not included in Scopes 1 and 2) that occur upstream and downstream from Grainger's operations. The majority of our Scope 3 impact resides in the product-use phase, or the energy required to operate the products Grainger sells. Our Scope 3 emissions disclosure can be found in our annual CDP Climate Change Assessment response. In 2022, we made progress in our Scope 3 strategy by further assessing our data quality and identifying suppliers that contribute to the majority of our Scope 3 emissions. In 2023, we plan to continue this progress by continually refining our calculation methodology, improving our data sources and engaging with our suppliers.

SOLAR PRODUCTION (MWH)



Emissions Reduction Strategy

SOLAR

We currently have 7 megawatts direct current (MW DC)[12] of solar panel installations at our U.S. DCs. These solar installations have resulted in more than 8,000 megawatt hours of renewable energy produced in 2022.

We continue to expand our solar footprint across key facilities, which will help us achieve GHG reductions, provide additional clean energy independence and financial incentives and lower operational risks.

In 2023, we are adding a number of large-scale solar installations in addition to piloting smaller installations within our branch network.

HIGH-EFFICIENCY LIFE CYCLE REPLACEMENTS

At Grainger, a core part of our strategy is upgrading to more efficient equipment once it has reached the end of its useful life. We do this through LED retrofitting with occupancy sensors and HVAC upgrading with energy efficient equipment. We continue to see high energy reductions from this and have projects slated for 2023, including select distribution center LED retrofits.

12. All solar capacity values are reported in megawatts direct current (MW DC). The solar capacity for 2021 has been restated from 6.4 MW, which was previously reported, to 7 MW DC.



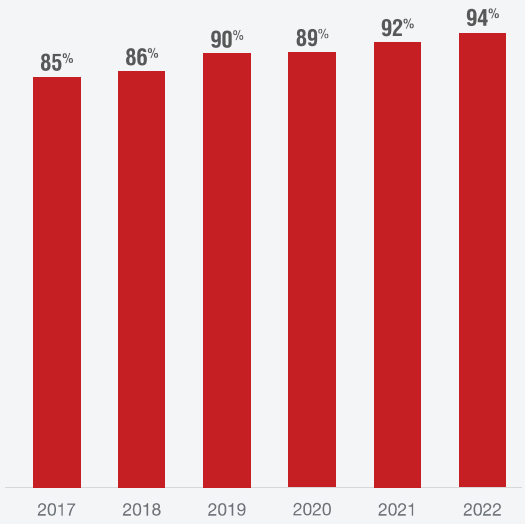
BUILDING MANAGEMENT SYSTEM

Building Management Systems (BMS) help us achieve our energy efficiency goals by allowing our facility managers to provide the proper working environment for team members and minimize Grainger's energy costs.

- Currently, more than 40% of our footprint in North America has either been built or retrofitted with BMS
- On average, Grainger has realized a 10–15% reduction in energy use and expenses at our facilities after installing and optimizing set points and schedules

In 2023, we will continue to expand our BMS footprint across all of our U.S. DCs and branches, getting us closer to having an enterprise-wide view of our buildings. Given that branches account for one-third of Grainger's energy consumption, the implementation of BMS in these locations is expected to further optimize energy usage while monitoring air quality and enabling predictive maintenance.

U.S. DC RECYCLING RATE 2017–2022



TOTAL GLOBAL WASTE AND RECYCLING

~24M lbs

of non-hazardous waste disposed

>72M lbs

of waste recycled

HYDROGEN

After our pilot in early 2022, we started construction to add the infrastructure needed to distribute hydrogen at three of our DCs, which will convert powered industrial equipment (PIE) from lead-acid batteries to hydrogen fuel cells.

These new hydrogen fuel cells will utilize green hydrogen produced through sustainable energy sources. Utilizing green hydrogen will reduce emissions from the operation of our PIE fleet at these facilities.

WASTE AND RECYCLING

To achieve our sustainability goals, we focus on implementing innovative solutions that help us reduce or eliminate waste and close material loops. We standardize recycling processes and share best practices across our network. Our DC leadership receives monthly progress reports on recycling, and local facility managers include recycling metrics in their annual performance goals. We also partner with a third party to track our waste and recycling data and to find opportunities to improve our diversion rates.

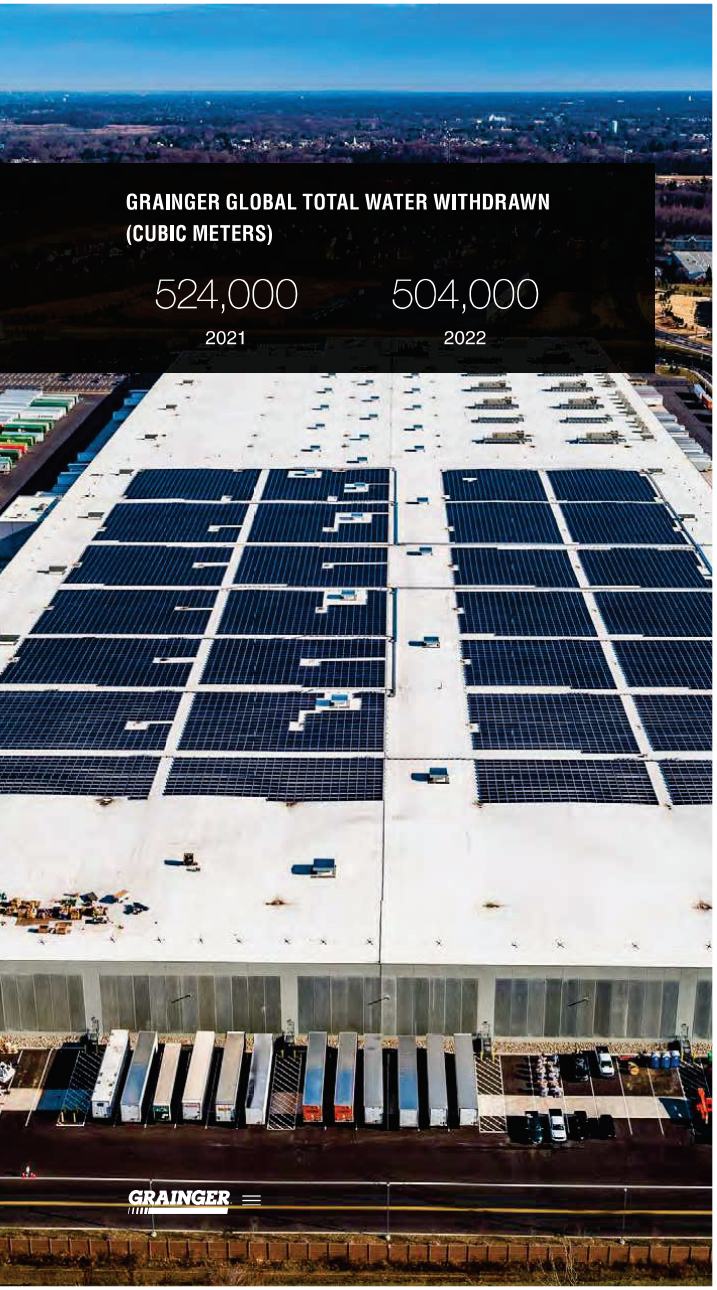
To help manage waste and recycling at our U.S. branches, we use waste container monitors, which helps us optimize our scheduled pickups, reduce the amount of vehicle mileage required by waste haulers and quickly detect and resolve contamination issues before they impact downstream processes.

HAZARDOUS WASTE

Grainger is a distributor of maintenance, repair and operation (MRO) products and does not generate hazardous waste as a function of a process or byproduct and only handles product in manufacturer's packaging. Grainger does generate incidental hazardous waste from product that is damaged, obsolete or returned when it is no longer usable for its intended purpose. Grainger's waste management policy ensures that management of regulated waste is conducted in accordance with all applicable laws and regulations. Additionally, we require regular hazardous material safety certification and training of all team members who might be expected to come into contact with our hazardous material products because of their job function.

ZERO WASTE

Grainger has been awarded three silver level TRUE Zero Waste Certifications at our Dallas-Fort Worth DC (DFDC), Illinois DC (ILDC) and Northeast DC (NEDC). Prerequisites for the TRUE certification include a recycling rate of at least 90% and a contamination rate of less than 10%. Grainger has additional DCs that have met this threshold, and we continue to evaluate further opportunities to reduce waste.



WATER

Because of our commitment to reducing water usage, we monitor and measure our water footprint and always look for opportunities to reduce usage, such as installing water-efficient fixtures at our largest facilities. Grainger's total global water consumption in 2022 was more than 504,000 cubic meters, which represented an approximate 4% decrease from a 2021 total of nearly 524,000 cubic meters.

CASE STUDY

WATER ANALYTICS PILOT AT CORPORATE HEADQUARTERS

Grainger is currently developing an internal water analytics system through the installation of advanced controllers and leak detection alarms. We plan to install additional water sensors throughout the building and are piloting the use of smart-battery technology. Once this system is fully installed, we will have the ability to monitor nearly all water usage down to individual systems and locations, allowing us to optimize our water consumption.

LEED

Grainger has been a member of the U.S. Green Building Council (USGBC) since 2007, and we are a leader among the MRO industry in operating Leadership in Energy and Environmental Design (LEED) certified facilities. Of Grainger's total North American facility footprint, nearly 28% of square footage is LEED certified. LEED certified buildings use 25% less energy with a 19% reduction in aggregate operational costs in comparison to non-certified buildings[13].

Grainger has led the MRO industry in building LEED-certified facilities with accomplishments including:

- First LEED certified building in the MRO industry
- First LEED certified DC in Monterrey, Mexico
- Largest LEED-CI Platinum project as of the completion date[14]
- World's first LEED V4 data center

13. GSA, "Green building performance A Post occupancy evaluation of 22 GSA buildings," August 2011.

14. In 2015, we completed what was recognized as the largest LEED Platinum Project at that time.

Social

Grainger is committed to creating a safe, inclusive and rewarding workplace for our team members and to strengthening the communities in which we operate.





Our 2022 Highlights

24%
racially and ethnically diverse leadership representation in U.S.

35%
women leadership representation in U.S. and Canada

>12K
hours volunteered by U.S. team members at nonprofit organizations

~98%
of team member participation in Managing Unconscious Bias training[15]

~$47M
of total company cash contributions and product donations

OUR APPROACH

Advancing a safe and inclusive workforce while empowering our communities to have thriving and resilient futures

15. Total company, excluding MonotaRO.

Health and Safety

Grainger is committed to providing a safe work environment and ensuring team members are properly trained to perform a variety of tasks necessary to support our customers.

As a global leader in industrial distribution, Grainger drives Environmental, Health and Safety (EHS) excellence by promoting:

- Safe people and processes for our operations around the world;
- Safe environments through proper product handling, storage and waste minimization for all business areas; and
- Safe distribution through proper transportation of hazardous materials.

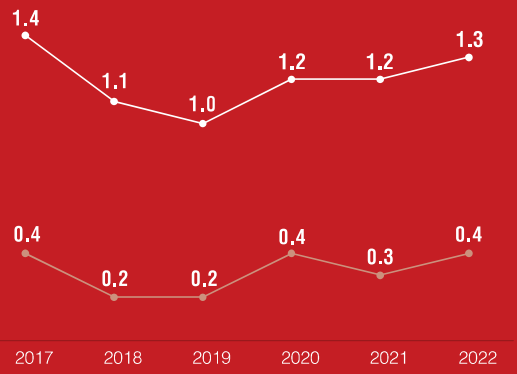
Our EHS program is integrated into all aspects of business operations to keep our team members safe and healthy, while keeping facilities operating safely and sustainably. The EHS team supports all functions, including the Branch and DC networks, and participates in the KeepStock® Inventory Management Steering Committee.

The EHS department is responsible for applying relevant federal, state and local regulations and for considering proposed regulations from the U.S. OSHA, U.S. EPA and the U.S. Department of Transportation. All operations team members complete training to ensure full understanding of the expectations outlined in our **Global EHS Policy**.

Our U.S.-based business safety performance includes all operational and non-operational full-time and part-time team members. Grainger experienced a total recordable incident rate of 1.3 for 2022 and a lost-time incident rate of 0.4, with zero work-related fatalities. Our total recordable incident rate and lost-time incident rate are favorable to the Wholesale Industry average of 2.4 and 1.0, respectively, as defined by the U.S. Bureau of Labor Statistics (BLS)[16]. In review of the total recordable cases, the data indicates an increased trend of treatment with physical therapy and prescription medications, which makes an injury case recordable by OSHA definition. A closer partnership with our workers' compensation provider on utilizing in-house early intervention practices will be a focus in 2023.



U.S. SAFETY PERFORMANCE FROM 2017–2022



- U.S. Total Recordable Incident Rate (TRIR)

TRIR: The total number of OSHA recordable illnesses and injuries per 100 team members in a year

- U.S. Lost Time Incident Rate (LTIR)

LTIR: The total number of lost time incidents per 100 team members in a year.

16. U. S. Bureau of Labor Statistics (2022, November 9). U.S. Bureau of Labor Statistics - Injuries, Illnesses, and Fatalities, for NAICS 42 (wholesale trade industry).



"DON'T WALK BY" INITIATIVE

Our Don't Walk By campaign speaks to the health and safety rules in place at Grainger that team members are trained on and follow. We continue to incorporate best practices to ensure team members know how to speak up if they see a concern.



SAFETY TRAINING PROGRAMS AND ENGAGEMENT

Grainger requires that team members are regularly certified on topics relevant to their role and responsibilities, such as hazard communication, hazardous materials safety and shipping, hazardous materials compliance policy, refrigerant compliance, back and knife safety and powered industrial-equipment operation.

We created a behavior-based safety program to build a self-sustaining culture of safety using safety observations performed by supervisors that enable in-the-moment coaching and positive feedback. Program implementation began in 2011 with our U.S. DC network, and by 2017, it was expanded to include the U.S. branch network, as well. It was further expanded to include Canada and Mexico in 2022. The number of safety observations conducted in the U.S. and Canada totaled nearly 44,000 during 2022.

As part of the 2022 annual training plan, we improved the tracking and classification of injuries and events, developed new protocol definitions, enabled better feedback through an Injury Review Forum and provided further opportunities for communication through devices and our online platform, all of which led to increased accountability. The Grainger team launched a campaign on safe manual handling of loads, which included behavior-based safety (BBS) audits, safety talks from team members' direct leaders, reinforced accident investigation and safety walkthroughs. Finally, the EHS team supports all team members through an internal website that provides answers to frequently asked questions and enables contact with the EHS team.

SAFETY PARTNERSHIPS

Grainger leverages external partnerships to support our EHS professionals, including:

- Grainger is a proud member of the Campbell Institute of the National Safety Council, the mission of which is to use research, education and advocacy to eliminate preventable deaths at work, in homes and on the road.
- Grainger Canada participates in the Certificate of Recognition (COR), an audit standard for health and safety systems, as part of our EHS commitment to our resource extraction customers in Alberta, Canada. We undertake the COR audit for full certification every three years, with maintenance audits conducted annually.
- Grainger's Field Safety Consultants work with third-party organizations to identify hazards and apply the hierarchy of hazard control to find solutions for customers.

GRAINGER MEXICO'S "PROTECT YOUR BACK" CAMPAIGN

Back and muscle pain due to improper manual handling of loads represents a leading cause of team member injury. To address this challenge, the following activities are being implemented in Mexico:

1

"Protect your back" ergonomic trainings and campaign for all operative team members in accordance with local standard NOM-036-1-STPS-2018, which is also emphasized during new hire orientation

2

Ergonomic job instructions and visual aids on-site

3

Ergonomic tables implementation where required, as identified through kaizen and risk-analysis methodologies



GRAINGER MEXICO SAFETY APPROACH

In Mexico, Grainger raises awareness about health and safety by encouraging team members to follow the four safety pillars:

1. Return home as I arrived at work
2. Be responsible for my own safety
3. Be responsible for others' safety
4. I have the power to "stop the line"

In part due to our focus on these safety pillars, the total recordable incident rate for Grainger's Mexico facilities has remained below our internally established goal of a 2.9 TRIR during the past few years. Our EHS specialists designed a detailed plan to ensure team members continue to be prepared to carry out their daily tasks in a safe workplace in the coming years.

Nurses are available on-site at our two Mexico DCs to provide immediate medical attention if necessary, offer follow-up care and preventative health campaigns, as well as connect team members with local health institutions. Additionally, we participate in regular inspections from local authorities to verify Grainger remains in compliance with applicable federal, state and local regulations.

Diversity, Equity and Inclusion

Over our 96 years, Grainger has earned a reputation as a respected employer and a trusted partner. We create a welcoming culture where team members can share their experiences with others, have opportunities to grow and feel a sense of belonging.

OUR COMMITMENT

At Grainger, we believe our differences make us extraordinary. Diversity, equity and inclusion (DEI) are woven into our principles, so team members feel comfortable being their best selves and sharing who they are. We believe that the collective sum of our individual differences makes our business stronger, our teams more innovative and Grainger a great place to work.

We respect and welcome all individuals — regardless of sex, gender identity and expression, sexual orientation, nation of origin, race, color, age, disability, veteran status, and religion.

Our commitment to DEI starts at the top. Through our ESG governance structure, our Board Affairs and Nominating Committee (BANC) receives regular updates on DEI initiatives. The ESG Leadership Council reviews diversity representation data regularly to establish functional focus areas with the mission of equity and advancing gender and racial and ethnic diversity at all levels of the business. Senior leaders have embedded DEI priorities into their business goals and are accountable for advancing diverse leadership representation.

Each day, Grainger delivers an exceptional experience for our customers, and we work just as hard to ensure our team members have a welcoming workplace where everyone can be who they are and have a thriving career. We know our investments in everything from comprehensive benefits to inclusive behavior education makes Grainger a great place to work.



— KATHLEEN CARROLL, SENIOR VICE PRESIDEN AND CHIEF HUMAN RESOURCES OFFICER



DIVERSITY DATA AND REPORTING

DATA TRANSPARENCY

In 2022, our DEI data transparency journey focused on streamlining access to our data through dashboards. These tools enable senior leaders to more easily utilize demographic data as they engage in functional talent planning and DEI goal setting.

In addition to enhancing our data access and reporting capabilities, we prioritized strengthening the underlying dataset by deploying customized and targeted self-identification campaigns for team members inviting self-identification on multiple dimensions of diversity. We also recently expanded our self-identification categories to include gender and LGBTQ+ identity and invited team members to identify on these dimensions.

As part of the company's continued commitment to transparency, our consolidated U.S. Federal Employment Information Report (EEO-1) is available on GraingerESG.com. It reflects the company's U.S. workforce as of December 31 of the most recent year's data available.

TOTAL GRAINGER TEAM MEMBERS

>26,000
Total Team Members

~23,000 Full-Time

~3,000 Part-Time

GENDER (U.S. AND CANADA) — ALL TEAM MEMBERS

	2020	2021	2022
% Women	38%	39%	40%
% Men	62%	61%	60%

GENDER (U.S. AND CANADA) — PEOPLE LEADERS

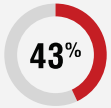
	2020	2021	2022
% Women	34%	34%	35%
% Men	66%	66%	65%

RACIALLY AND ETHNICALLY DIVERSE — (U.S.) — ALL TEAM MEMBERS[18]

	2020	2021	2022
% White	62%	61%	59%
% Racially and Ethnically Diverse	34%	35%	37%
% Non-disclosed	4%	4%	4%

RACIALLY AND ETHNICALLY DIVERSE — (U.S.) — PEOPLE LEADERS[18]

	2020	2021	2022
% White	76%	73%	73%
% Racially and Ethnically Diverse	22%	24%	24%
% Non-disclosed	2%	3%	3%



women in executive leadership
(CEO's U.S. leadership team)



women directors serving on our board[17]



racially and ethnically diverse executive leadership
(CEO's U.S. leadership team)



racially and ethnically diverse directors serving on our board[17]

17. This information is as disclosed in the 2023 Proxy Statement. All other data included on page as of December 31 of specified year.

18. Diversity data reflected in charts includes % non-disclosed as part of reporting. Previously, reported figures did not include non-disclosing team members as part of the denominator.

ADVANCING DIVERSITY AND EQUITY

Grainger Chairman and CEO D.G. Macpherson was one of the first signatories of the Chicago Network Equity Principles, a campaign focused on committing to working toward achieving gender equity in leadership roles throughout the company by 2030. We have made progress in increasing women representation year-to-year across all levels within our organization. Our focus has expanded to encompass racial and ethnic equity and advancement as well, as evidenced in our diverse leadership representation metric for executive compensation, which includes gender and racial diversity in leadership positions. As an enterprise, we have evolved and advanced in how we interpret progress on DEI and are focused on influencing the drivers of representation that impact equity, such as helping to ensure equal opportunity to be hired and promoted and creating an environment that retains women and racially and ethnically diverse team members.

GENDER DIVERSITY

Grainger demonstrates strength across drivers of gender diversity and has been successful in building the pipeline of women through both strong external hiring practices and promotion rates, especially into leadership positions. Furthermore, our data shows no statistically significant differences in retention rates based on gender.

RACIAL AND ETHNIC DIVERSITY

Strong recruiting and external hiring are outpacing turnover, resulting in increased representation in racial and ethnic diversity since 2020. This increase holds true at both the individual contributor and people leaders levels.

Grainger remains focused on finding opportunities to expand our pipeline for women and people of color, and we continue to invest in the development of our talent through strategic partnerships with organizations committed to growth and professional development.

PAY EQUITY

Grainger is refreshing the job classifications and groupings that underpin our U.S. pay equity analysis. With the support of a third party and with updates to our job architecture, we are continuing to strengthen the analytical model as part of our ongoing pay equity analysis of U.S. team member compensation. In addition to this voluntary, U.S.-based pay equity analysis, Grainger also complies with relevant country- and state-level mandatory analyses and disclosures. We remain committed to providing fair and equitable pay as we continue to evolve and enhance our analysis.



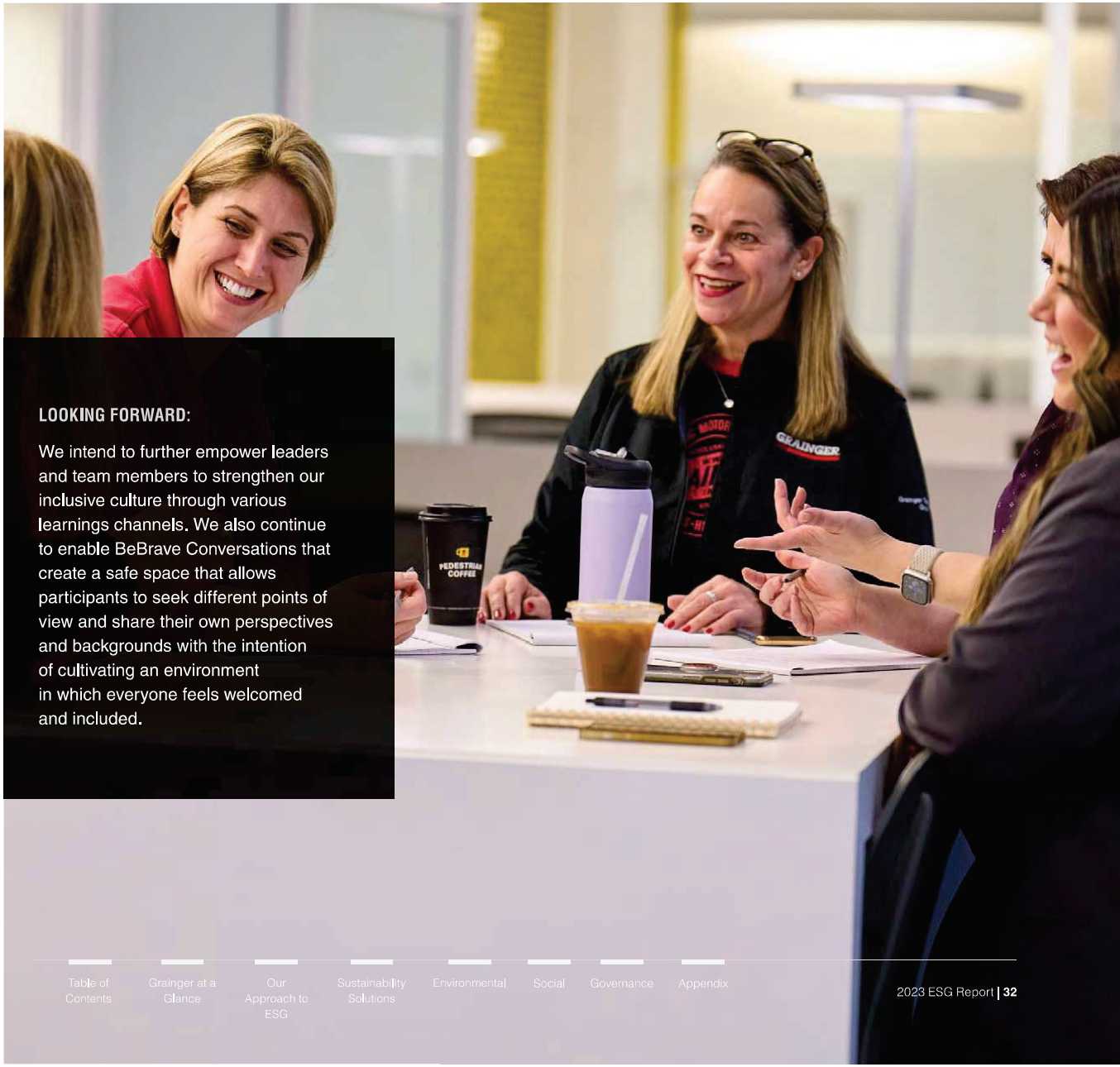
DIVERSITY, EQUITY AND INCLUSION LEARNING PROGRAMS

MANAGING UNCONSCIOUS BIAS

In 2022, Grainger leaders and team members participated in a DEI learning course called “Managing Unconscious Bias”. This course was modeled after the program our senior leaders took in 2021 and was designed to help learners:

- Learn more about what unconscious bias is and why most people experience it;
- Explore how workplace bias may emerge in our day-to-day work; and
- Identify specific and effective behaviors for managing it in the workplace.

By December 31, 2022, nearly 98% of team members overall completed the course[19]. Based on pre- and post-training survey results, Grainger team members taking the course reported an increase in understanding and awareness of unconscious bias, and confidence in mitigating bias. Following the course, leaders were asked to hold team discussion to reinforce the learnings.



LOOKING FORWARD:

We intend to further empower leaders and team members to strengthen our inclusive culture through various learnings channels. We also continue to enable BeBrave Conversations that create a safe space that allows participants to seek different points of view and share their own perspectives and backgrounds with the intention of cultivating an environment in which everyone feels welcomed and included.

19. Total company, excluding MonotaRO

BUSINESS RESOURCE GROUPS

Grainger Business Resource Groups (BRGs) play a significant role in shaping our culture. The results of a recent BRG satisfaction survey indicate that nearly 85% of BRG members would highly recommend their BRG to others.

Our BRGs, which are sponsored by senior leader executives, are considered an extension of our diversity, equity and inclusion team. They serve and empower team members from underrepresented or marginalized groups and are supported by their allies.

GRAINGER'S EIGHT BRGS ARE:

- Asian & Pacific Islander at Grainger
- Latino at Grainger
- Black Enterprise Network at Grainger
- Pride at Grainger
- Disability at Grainger
- Veterans & Military Supporters at Grainger
- Generational at Grainger
- Women at Grainger

In 2022, the DEI team and BRG leadership solicited feedback from team members and evaluated the purpose and missions of our BRGs. This work resulted in a refreshed BRG strategy centered around the following pillars:

BUILD CONNECTION

Our BRGs build connection and a sense of belonging among team members through shared identities and lived experiences.

DEVELOP OUR TEAM

Our BRGs help retain and advance our talent through networking, mentorship and development opportunities.

EDUCATE OUR TEAM

Our BRGs celebrate diversity and equip our team to embrace curiosity through education and advocacy.

STRENGTHEN OUR COMMUNITIES

Our BRGs make an impact beyond the walls of Grainger through volunteerism, charitable giving and strategic alliance relationships.

We continue to invest in our BRG leaders. BRG leaders and the DEI team meet monthly for collaboration and partnership. BRG leaders receive diversity workforce metrics and engagement survey results to support their goals and annual planning. We employ a robust succession planning process to ensure that we have top talent leaders driving the work of our BRGs. Finally, we are proud to have created new visual identities for each BRG. The new identities start with the Grainger box at the core, while the borders utilize unique colors and patterns selected by each BRG to best reflect and communicate their community and culture.



Talent Recruitment

Grainger places a strong emphasis on finding and attracting the best candidates. We continue to enhance the inclusivity of the candidate experience for all individuals pursuing a career at Grainger.

JOB POSTINGS

Recent changes to our application process include accommodations for applicants with disabilities and a preferred first name field for applicants whose chosen name differs from their legal name. We also implemented a technology tool to remove non-inclusive language from our job postings. Since implementing the tool, we have experienced an 18% increase in the number of applicants identifying as women and a 22% increase in applicants identifying as racially or ethnically diverse for our U.S. operations.

SELECTION PROCESS

The Grainger talent team has adjusted the selection process to achieve greater diversity among considered candidates, when possible. Recruiters present diverse candidate slates to hiring leaders to provide a broad pool of talent to choose from. Recruiters also ensure that hiring panels are diverse, that the standard interview guide is consistently utilized and that all interviewers join live debrief discussions to have healthy dialogue about applicants interviewed.

CANDIDATES

We continue to invest in and build relationships with organizations that enable us to expand our diverse talent pool.

- Grainger engages with Ascend, DisabilityIN, Out & Equal, National Sales Network, National Black MBA Association, HACE, The Mom Project, Recruit Military and Hire Heroes USA
- We have also engaged with Historically Black Colleges and Universities and Hispanic-Serving Institutions across the U.S. to foster relationships and attract talent for our early-career internships and rotational positions
- Through these and other partnerships, we participate in national events, support local chapters, serve on committees and help student associations

Team Member Learning

In today's ever-changing and competitive market, the importance of developing talent is more crucial than ever. To meet the unique needs of our global population, we offer a broad range of role-specific, professional development and career and leadership learning designed to build and enhance skills.

At Grainger, we segment our learning into three enterprise portfolios that allow us to target learning by audience and need.

PROFESSIONAL DEVELOPMENT PORTFOLIO

This portfolio consists of learning solutions for all team members and leaders.

- **Virtual New Hire Orientation:** This program is a multi-module learning journey that takes place during a new team member's first week. New team members make connections with orientation colleagues, learn to navigate internal systems, build awareness of Grainger's business and learn about Grainger's culture and how to support it.
- **Elevate Badging Program:** This program provides a structured and self-paced learning path for team members who want to grow their careers at Grainger.
- **Educational Assistance:** Grainger is proud to support U.S. full- and part-time team members looking to further their education by offering to provide team members up to $5,250 per year toward a qualifying degree of their choice. For any programs that are above $5,250, Grainger splits the cost with the team member 50/50.

CAREER DEVELOPMENT PORTFOLIO

This portfolio focuses on Development Planning and career-based programs.

- **Development Planning:** This three-step process supports team members and leaders in planning professional development. Grainger offers tools, resources and online courses to support the planning process.
- **Summer Intern Program:** In 2022, Grainger organized a 10-week hybrid intern program that offered interns an opportunity to work on a key, function-aligned project, engage in executive learning sessions, take part in professional development opportunities and attend various networking events.
- **Early-in-Career Programs:** Grainger offers functional development programs spanning a variety of business areas such as technology, finance and supply chain to support entry-level professionals in their career journeys. The programs provide hands-on learning, mentorship and networking opportunities, as well as a peer cohort community to accelerate development.



LEADERSHIP DEVELOPMENT PORTFOLIO

The leadership development portfolio focuses on building and reinforcing people leadership skills for high-potential team members, frontline leaders and experienced leaders.

ASPIRING LEADER PROGRAM

This program is designed to prepare high-potential individual contributors for future leadership roles. In 2022, 22% of those individuals were promoted to a leader or supervisor role.

LEADERSHIP ESSENTIALS

Leadership Essentials is an eight-week leader onboarding program focusing on creating a great team-member experience by giving new leaders the knowledge and tools to coach, develop, provide feedback and create an inclusive environment that allows team members to thrive.

END-TO-END PROGRAM

Our End-to-End program provides select director-level team members and above with a comprehensive view of our business, increases business acumen and drives deeper understanding of functional interdependencies to expand leaders' perspective. This seven-month investment includes a combination of in-person and peer learning, coupled with immersion activities in a variety of Grainger functions.

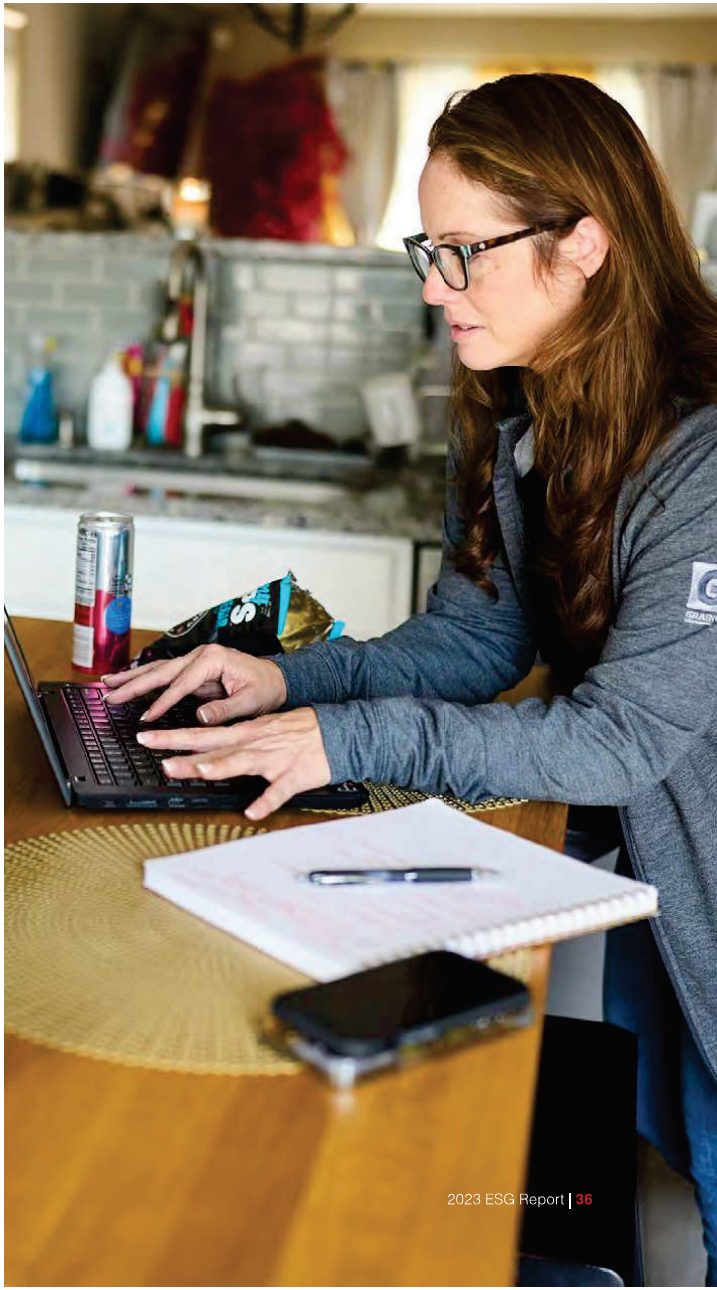
GRAINGER TEAM MEMBERS COMPLETED:

~360,000

total training hours

>12

total training hours per team member





TEAM MEMBER ENGAGEMENT

We use a continuous listening approach to understand and take action on employee feedback and sentiment. Our listening strategy includes the following initiatives:

- Conducting an annual engagement survey for all Grainger team members[20], followed by a check-in survey six months later.
- Candidate and exit surveys to capture valuable feedback at the beginning and end of their employment experience with Grainger.
- Facilitating regular roundtable discussions and team member calls involving our executive team.

We hold our leaders accountable for discussing engagement results with their teams and crafting action plans based on the findings to foster ongoing enhancements in the team member experience. Our engagement scores consistently surpass industry benchmarks and have seen consistent improvement, underscoring our dedication to creating a fulfilling and rewarding workplace for our team members.

20. Total company excluding MonotaRO

TALENT MANAGEMENT

We continue to focus on helping team members grow their careers and be successful at Grainger. We support team members' growth through differentiated learning and development options, including gaining experience through cross-functional movement. We know that leaders who demonstrate our principles and gain key experiences across different areas of the business can drive results, build high-performing teams and understand the business end-to-end. Through enterprise talent committees made up of senior leaders, we get to know our highest potential emerging talent and identify ways to accelerate their development. Through these committees, we continue to see the growth of our future leaders.

PERFORMANCE AND DEVELOPMENT

In addition to ongoing informal conversations, there are three formal performance and development conversations team members and leaders have at the start of each year, in the middle of the year and at year-end. Open, honest dialogue about performance, development and career growth supports our principles, keeps lines of communication open, builds trust and helps fulfill our purpose.

Team members and leaders are equipped with several resources to enable effective discussion on setting clear goals, delivering impactful feedback and supporting individual career development. To further enhance the conversations, a guide was developed to provide leaders with additional and consistent language to assess team member performance and have focused input for goal and development planning.

TOTAL REWARDS

Grainger delivers a comprehensive **Total Rewards** program that offers flexibility, choice and the opportunity for team members to actively participate in benefits that are most important to them and their families[21].

- Team members have access to health plan resources, including disease management, tobacco cessation, parental support, stress management and weight loss programs with online support communities, 24-hour virtual health services and many other features to receive timely health-related advice.
- We launched a pilot maternity support program to allow 24/7 support from a care advocate through pregnancy and the newborn phase.
- In 2022, we announced the expansion of participation in the company's annual incentive plan program and a one-time special financial recognition bonus to acknowledge the contributions of our team members and in recognition of the work they do every day to support our customers and keep the world working.
- All team members receive a 6% company 401(k) contribution regardless of whether they contribute personally. In 2022, we expanded the funds in the 401(k) program to provide sufficient options to cover the most important and prevalent asset classes.

Each team member receives paid holidays and time off, educational assistance and income protection benefits, as well as a variety of other benefits. We regularly seek team member feedback and conduct external compensation and benefits-related benchmarking to remain competitive in each of the markets where we operate.

21. Benefits discussed in this report are U.S.-focused.



Community Investment

Grainger is committed to creating a positive impact in our communities. In 2022, Grainger contributed nearly $47 million in cash and product donations to nonprofit organizations.

Grainger is committed to positively impacting the communities where our team members and customers live and work by collaborating with community partners that build resiliency and strengthen our local communities through a combination of grants, in-kind donations, team-member volunteerism, nonprofit board placements and our 3:1 Grainger Matching Charitable Gifts Program.

OUR APPROACH

In 2022, we began implementation of our new strategy, supporting partners and programs aligned to our new community pillars.

COMMUNITY STRATEGY



Support Disaster Resilience and Relief



Advance the Emerging Workforce



Empower Our Communities

SUPPORT DISASTER RESILIENCE AND RELIEF

Grainger's partnerships, products and people enable us to provide vital resources to prepare and respond when crises strike.

In 2022, we served as an American Red Cross Regional Disaster Responder. Our support enabled the Greater Chicago Chapter to help people affected by natural disasters and other human-caused tragedies. Since the beginning of our relationship in 2001, Grainger has donated more than $21 million in cash and product to the American Red Cross. Grainger team members volunteered to support disaster response, smoke detector installation, blood drives, comfort kit builds and virtual opportunities such as Missing Maps. Additionally, Grainger Canada has partnered with the Canadian Red Cross in similar ways since 2009.

In response to severe hurricanes making landfall in the U.S. and Puerto Rico in 2022, Grainger made emergency grants to the American Red Cross and Direct Relief in support of Hurricanes Fiona and Ian. The donations supported both immediate clean-up needs and long-term recovery and rebuilding efforts in Florida and Puerto Rico. Grainger also provided financial donations to the American Red Cross following gun violence incidents and to UNICEF USA in support of UNICEF's response to the war in Ukraine.

ADVANCE THE EMERGING WORKFORCE

As the next generation enters the workforce, it is important they have the skills needed to succeed in today's world. Grainger's support helps to equip individuals to become life-long learners with the guidance, funding and tools necessary to enable success and be connected to work across technology and skilled trades. The company conducted research and engaged with several nonprofits with the goal of identifying potential partnerships that support this strategic pillar.

EMPOWER OUR COMMUNITIES

Grainger strives to empower local communities where team members live and work, driving social and economic benefits through programs that foster long-term resiliency, growth and upward mobility.

Sharing a commitment to promoting education equity, Grainger collaborated with North Chicago Community Partners to offer in-person volunteer opportunities for team members at our Lake Forest and Chicago locations. At the volunteer events, Grainger team members assembled STEM-focused educational kits to support students in the North Chicago School District, which included books, engaging learning activities and gardening supplies, all designed to encourage students' appreciation and stewardship of the planet. In addition, volunteers spent time reading with students and distributing the kits for at-home use.

CASE STUDY

DISASTER RELIEF BUCKET BUILD

In September 2022, Grainger hosted a service day introducing the new signature volunteer event to build disaster relief buckets at its Lake Forest headquarters in recognition of National Preparedness Month and Grainger's 95th anniversary.

Nearly 350 team members filled and donated 4,000 emergency-use clean up kits to the Red Cross for distribution to communities affected by natural disasters. The Red Cross joined us to kick off the inaugural event and receive the first truckload of completed kits. These disaster recovery kits aided in cleanup and recovery efforts. The buckets contained bleach, household cleaner, work gloves, rubber gloves, scrubbing pads and much more from our inventory including Grainger's Tough Guy® brand trash bags and mop heads.





VOLUNTEERISM

Our team members are passionate in their support of local communities. In 2022, U.S. team members volunteered more than 12,000 hours.

Volunteerism helps support communities and drives team member engagement by providing unique opportunities for professional development and team building while positively impacting our communities. Grainger provided many opportunities for team members to volunteer, including but not limited to, events through our Red Cross relationship, events during National Volunteer Month and events offered by our Business Resource Groups.

MATCHING GIFTS PROGRAM

The Grainger Matching Charitable Gifts Program aims to amplify our U.S. team members' personal community support via a 3:1 match. In 2022, Grainger granted more than $2 million in matching gift contributions to more than 1,000 nonprofit organizations. The company matches up to $2,500 of team-member–eligible contributions to qualifying organizations annually. The match program has been offered to U.S. team members since 1981.

COMMUNITY IMPACT THROUGH BUSINESS RESOURCE GROUPS

COMMUNITY FUND

Since the community fund's inception in 2014, each of Grainger's eight BRGs receives $10,000 annually to donate to nonprofit organizations of their choosing, enabling BRGs to take action to strengthen our community. In 2022, BRGs contributed to organizations such as Apex for Youth, Gigi's Playhouse, Girls on the Run, Hispanic Business Foundation, KLEO, MyGoodDeed, San Antonio PRIDE Center, The Nature Conservancy, Wreaths Across America, YWCA Metropolitan Chicago and Zacharias Sexual Abuse Center.

COMMUNITY CHALLENGE

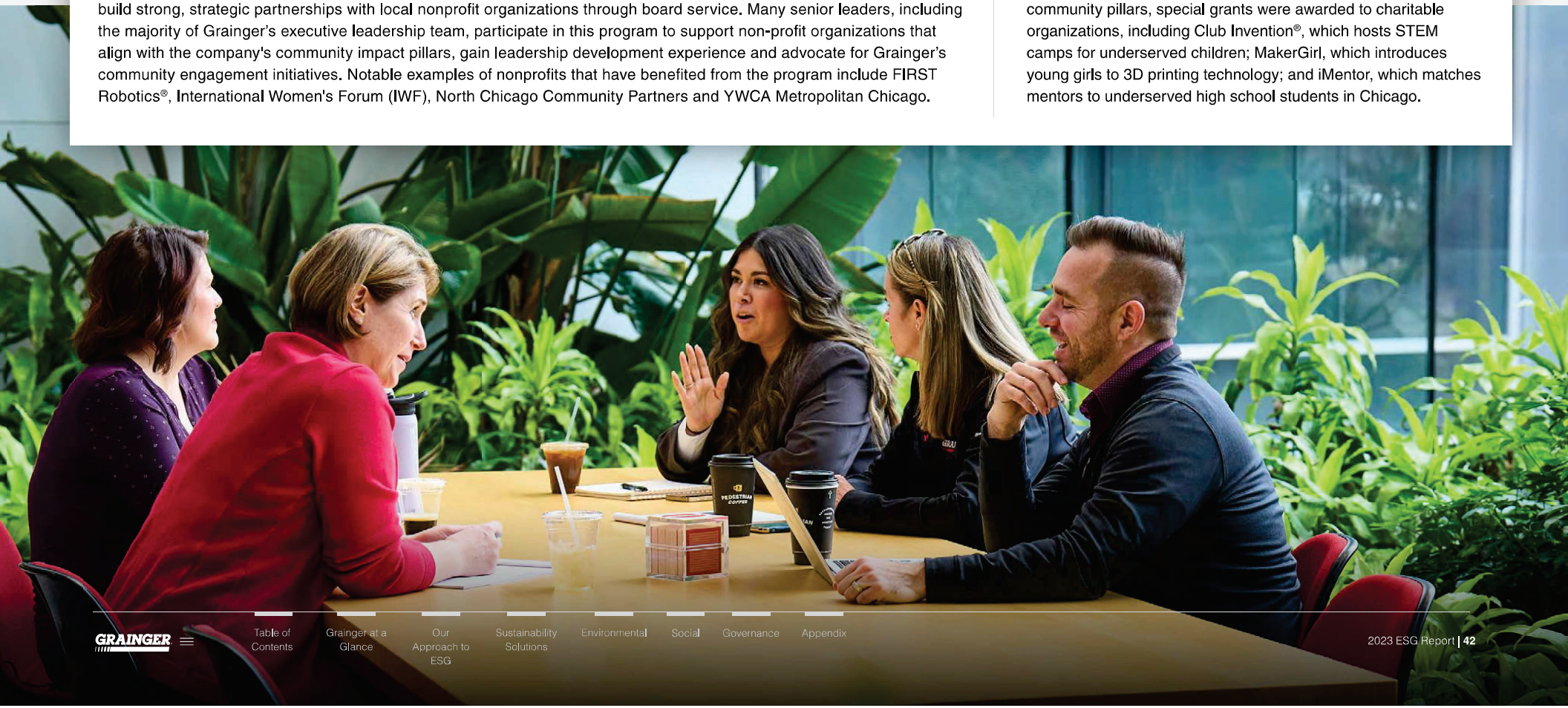
To celebrate National Volunteer Month, Diversity Month and the company's 95th anniversary, each BRG was challenged to contribute at least 95 hours of community service during the month of April in order to receive an additional $1,000 grant to donate to a nonprofit organization of their choice. As part of the challenge, our teams volunteered with nonprofits focused on topics such as education, environment and LGBTQ+ awareness.

EXECUTIVE BOARD PLACEMENT PROGRAM

Through Grainger's Executive Board Placement (EBP) program, high-potential executives develop leadership skills and build strong, strategic partnerships with local nonprofit organizations through board service. Many senior leaders, including the majority of Grainger's executive leadership team, participate in this program to support non-profit organizations that align with the company's community impact pillars, gain leadership development experience and advocate for Grainger's community engagement initiatives. Notable examples of nonprofits that have benefited from the program include FIRST Robotics®, International Women's Forum (IWF), North Chicago Community Partners and YWCA Metropolitan Chicago.

SPECIAL GRANTS

As we continue to identify key partners aligned with our community pillars, special grants were awarded to charitable organizations, including Club Invention®, which hosts STEM camps for underserved children; MakerGirl, which introduces young girls to 3D printing technology; and iMentor, which matches mentors to underserved high school students in Chicago.



Governance

Grainger is committed to being a responsible corporate citizen. We strive to integrate ESG objectives into the daily operation of our business.



Ethics and Compliance

Our commitment to doing the right thing is ingrained in our company history, our culture of compliance and our Grainger Principles. Our stakeholders trust Grainger to operate with the greatest level of integrity, and in turn we hold ourselves accountable to full compliance with local, national and international laws and regulations. We maintain our culture of compliance and ethical standards through a robust framework of policies, training and reporting.

POLICIES AND TRAININGS

Grainger's **Business Conduct Guidelines** define our shared expectations of how we work together, serve customers and business partners and honor our commitments to shareholders everywhere we do business.

In December 2022, the Board adopted our updated Business Conduct Guidelines, incorporating new and enhanced topics including responsible sourcing; diversity, equity and inclusion; intellectual property; and social media.

Each new Grainger team member is required to complete training and certification. In 2022, 100% of Grainger team members completed Business Conduct Guidelines training and certification[22]. In addition, all team members are expected to demonstrate their personal commitment to the company's high operating standards by certifying their annual compliance with the Business Conduct Guidelines. Team members also complete training regularly to fully understand the expectation of legal and ethical behaviors defined by the Business Conduct Guidelines.

Additional ethics and compliance training is provided to team members globally, based on their role in the organization, through our online learning management system. Examples of this training include Anti-Bribery and Corruption, Data Privacy and Security, Government Code of Ethics, Trade Compliance and Workplace Behavior.

ANTI-BRIBERY AND CORRUPTION

Grainger places the highest value on integrity in our business dealings and the ethical conduct of our directors, officers, team members, agents, shareholders, customers and suppliers. As set forth in our Business Conduct Guidelines, Grainger is committed to business practices that are consistent with the highest ethical and legal standards. Grainger expects the same ethical and legal commitment from third parties (business partners, brokers, consultants and agents) acting on our behalf and others with whom we conduct business.

REPORTING/GRIEVANCE MECHANISMS

We encourage reporting ethical concerns or complaints regarding company or individual practices. Individuals may raise concerns via various channels, including our confidential and anonymous hotline, the Grainger iCareLine, management, Human Resources, Legal, Compliance or the Board of Directors. The **Grainger iCareLine** is an independent, secure, around-the-clock hotline able to take calls in every language where Grainger operates. Concerns raised through our various channels are treated confidentially, thoroughly investigated and reported to leadership and the Audit Committee of the Board of Directors by the Chief Ethics and Compliance Officer on a quarterly basis. Grainger does not tolerate retaliation against any team member for making an inquiry, initiating a complaint or participating in an investigation.

22. Excludes part-time MonotaRO team members.

Privacy

Grainger recognizes the importance of protecting the personally identifiable information (PII) of our team members, customers and suppliers. This information is collected during normal business activities to help us fulfill orders, provide benefits and better serve our stakeholders. We are committed to protecting PII from unauthorized access, usage or disclosure by following globally recognized privacy standards and building privacy and data protection principles into our systems and processes by design. Annual privacy training is mandatory for all team members, and team members responsible for processing sensitive personal information receive supplemental role-based training.

Notice regarding our practices is published via our **Privacy Policy**. To address global and local privacy laws in specific jurisdictions, such as the California Consumer Privacy Act (CPRA), General Data Protection Regulation (GDPR) and Personal Information Protection and Electronic Documents Act (PIPEDA), solutions have been implemented to facilitate individual privacy requests and to provide further transparency about how Grainger may collect, use, share or store PII. Our ethical expectation and legal commitment from third parties (business partners, consultants and agents) acting on Grainger's behalf extends to Privacy and Information Security. Third-party physical, technical and administrative controls are assessed as part of due diligence and required agreements detailing these expectations are executed.

Information Security

The Grainger Information Security team's mission is to facilitate the protection of Grainger information and technology assets worldwide. We achieve this by establishing guidelines to help ensure the confidentiality, integrity and availability of assets across the global organization. We manage risk through the application of appropriate technologies, people and processes to identify, detect, protect, respond and recover in alignment with the organizational risk posture and National Institute of Standards and Technology (NIST) Cybersecurity Framework.

Ensuring information security risk appetites are understood and appropriately managed enables our organization's future growth and positions us to balance protecting and running the business. Understanding of the information security operating environment allows leadership to make informed decisions, mitigate disruption to the business, help prevent data breaches, limit damage to the Grainger brand, understand the financial impacts and ensure alignment to applicable requirements. To this end, the Information Security organization provides quarterly updates to the Board on relevant security metrics and program maturity. In turn, the Board provides valuable guidance and oversight. Information Security also provides awareness training for all team members, focused training for developers and deploys phishing campaigns that tests team members' ability to recognize and respond to threats.

At Grainger, we put integrity, safety and sustainability at the heart of everything we do for all our stakeholders. Doing the right thing starts at the top, with our board and executives leading by example and ensuring that all team members adhere to our Business Conduct Guidelines.

— NANCY BERARDINELLI-KRANTZ,
SENIOR VICE PRESIDENT AND CHIEF LEGAL OFFICER



Business Continuity

Grainger works to develop, implement and enhance business continuity processes in alignment with the ISO/IEC 22301 framework for Business Continuity. This standard provides the strategic direction for our business continuity program and guides the establishment of activities that align with the framework.

Processes and procedures, including Emergency Response, Pandemic Planning, IT Disaster and Ransomware Recovery and Business Process Contingency Plans, are necessary components of a successful business continuity program. Planning development, tabletop exercises, identifying gaps and prioritizing remediation efforts are all critical activities of a program designed for uninterrupted business operations.

For situations closer to home, localized response procedures are designed to allow customers in need to obtain emergency response items at any time. Local Grainger branches may remain open 24 hours a day during major emergencies and disasters. Trailers can bring in critical products and extra personnel can be on site to support relief efforts. In addition, preexisting supplier agreements allow products and equipment to be quickly replenished to help keep Grainger's customers working.

PRODUCT AND SUPPLIER STEWARDSHIP

SUPPLIER CODE OF ETHICS

To help ensure the products we distribute are manufactured and delivered with high ethical standards, our Supplier Code of Ethics focuses on the following key areas of ethical sourcing: human rights and labor standards; health and safety; environment; sanctions; bribery and corruption; conflicts of interest; privacy and data protection; and reporting concerns. All Grainger suppliers and their sub-suppliers with dealings in the U.S., Canada and Mexico are expected to comply with the Supplier Code of Ethics as a condition of doing business with Grainger. Prior to onboarding, a new supplier must agree to abide by the Supplier Handbook, which includes the Supplier Code of Ethics. All suppliers must confirm to abide by these rules by signing a Supplier Agreement Letter. We recently updated our Supplier Code of Ethics to include the International Labour Organization's forced labor standards.

SUPPLIER ENGAGEMENT

Grainger's Supplier Engagement strategy seeks to understand the material opportunities of suppliers who are most impactful to our business. In 2022, we continued proactively communicating with these key suppliers through quarterly calls and business reviews, ad hoc meetings to address operational challenges and other active feedback channels. The objectives for our Supplier Engagement strategy are:

1. Proactively engage the suppliers who are the most impactful to our business
2. Understand what is the most important and try to stay ahead of potential issues
3. Maintain fluid lines of communication

SUPPLIER SCORECARD

Our Supplier Performance Management team works with our suppliers to improve operational performance, educate on Grainger's shipping requirements and drive compliance on purchase orders shipped to our network, as well as on orders delivered directly to our customers. We monitor every supplier's performance with a monthly balanced scorecard. Using this scorecard, we provide feedback and offer to consult in performance improvement areas, helping our suppliers focus on the most meaningful areas for corrective action.

All active product suppliers that Grainger purchases from are provided a detailed scorecard each month measuring specific metrics such as stock fill rate, drop-ship availability and shipping compliance, allowing Grainger to provide exceptional customer service.

Each metric and performance to goal is calculated and points are provided based on actual performance. These points are summarized into an overall score for each supplier. In monthly performance discussions, Grainger provides feedback and possible corrective action steps to resolve issues on metrics below goal. Suppliers also utilize this time to share headwinds that are impacting their ability to achieve goals. The supplier teams share this information throughout the organization for visibility.

PARTNERS IN PERFORMANCE

The partnership Grainger has with its suppliers has a profound impact on how work gets done around the world. Each day, our suppliers make the choice to deliver consistent, world-class service. Each year, we work to provide special recognition and awards to our top performing suppliers through the Partner in Performance Program.

For 2022, Grainger recognized 20 suppliers through Partners in Performance, with awards being announced by Supplier Managers and Directors with direct supplier relationships. This annual event enhances supplier engagement through educating and informing the top-performing supplier community about Grainger's key initiatives and strategy. Our 2022 Supplier of the Year is Milwaukee Tool, a global leader in professional construction trade solutions. Milwaukee Tool earned high marks in their operational excellence, Grainger-dedicated sales force and focus on partnering with Grainger to make sure we had product when and where we needed for our customers.

Our 2022 Partners in Performance Sustainability Award recipient was Newell Brand Distribution LLC — Rubbermaid®, a leader in home and food storage. This award is determined by a supplier's performance in sustainability solutions, their role in enabling customers to achieve sustainability goals and responsible business stewardship. Rubbermaid has embedded sustainability into its strategy and operations by focusing on reducing waste, improving compliance, offering green product solutions and partnering with Grainger on initiatives, such as customer waste audits.

HUMAN RIGHTS

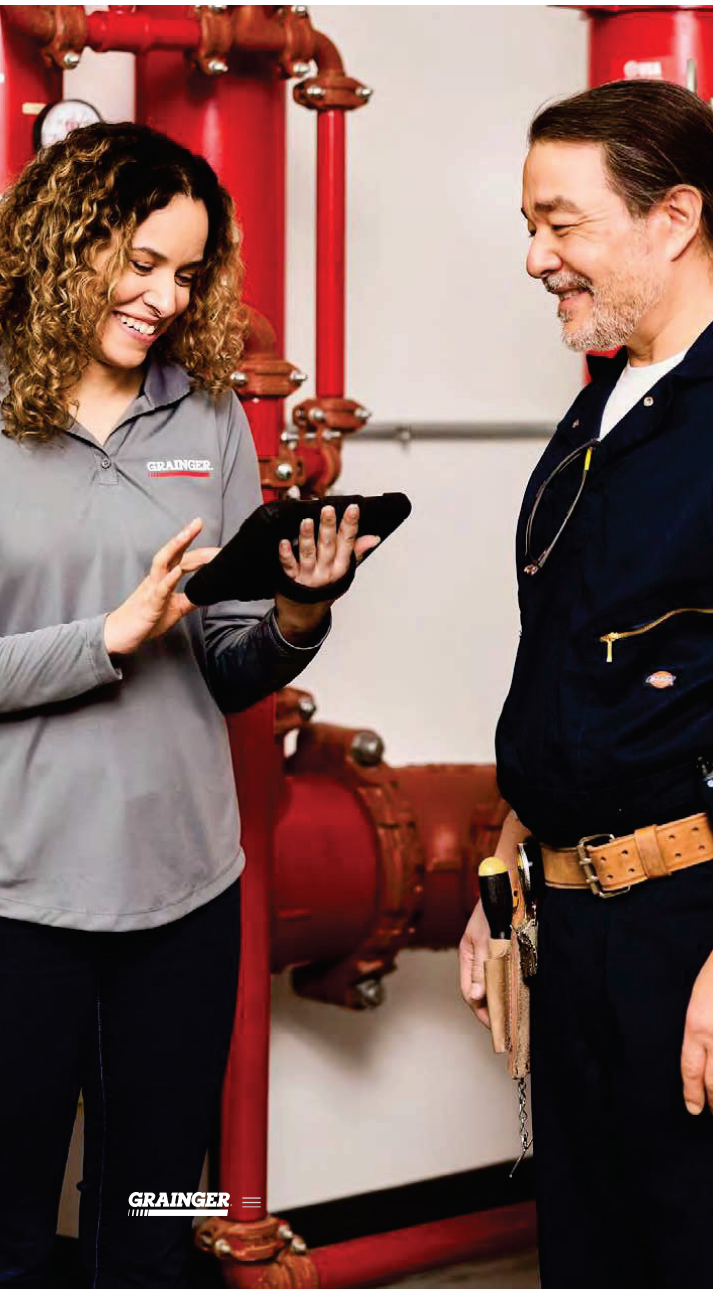
Grainger's Human Rights Principles reflect our commitment to providing a safe and fair workplace that upholds and respects international human rights standards. These principles are applicable to all Grainger team members and are approved and monitored regularly by Grainger's senior leadership. Our Human Rights Principles create the foundation upon which we build a respectful, inclusive and ethically sound workplace. Harassment, exclusion, discrimination, child or forced labor and violation of any applicable laws or regulations are explicitly prohibited as part of these principles.

In 2022, Grainger engaged a third-party consulting firm to conduct an independent assessment of our human rights and anti-forced labor program against current U.S. and international standards. Based on that review, Grainger is enhancing our program's policy, training and processes related to the validation of our suppliers' adherence to Grainger's Supplier Conduct Guidelines and Human Rights Principles.

CONFLICT MINERALS

Grainger's Conflict Minerals Policy supports the aim of the Dodd-Frank Act to prevent armed groups in the Democratic Republic of the Congo (DRC) and the surrounding region from benefiting from the extraction and trade of minerals including tantalum, tin, gold or tungsten sourced from the DRC or the surrounding region.





PRODUCT SAFETY, QUALITY AND GOVERNANCE

Although Grainger does not manufacture the products it distributes to customers, we take product safety seriously. Our company has established a Product Safety Committee made up of senior leadership from the Product Compliance, Legal and Supplier Management teams. This committee convenes regularly to provide ongoing governance and oversight of product safety, quality and compliance.

PRIVATE LABEL

To ensure high-quality private label products, our engineering team conducts product evaluation and testing as well as directly engaging with suppliers. This engagement includes conducting investigations and factory audits, as well as continually working to ensure our suppliers have the appropriate equipment and processes in place to deliver consistent quality products. If quality issues arise, the engineering team typically conducts an investigation, performs appropriate product testing and summarizes its findings. Those findings may lead to corrective action, including, but not limited to, supplier improvement in tools and/or processes, applying a stop sale, sending product back to supplier for rework and recalling product.

One way we measure private label brand quality is through the return rate performance, calculated as a percent of total return dollars over cost of goods sold (COGS). Total return rate performance for Grainger High-Touch Solutions U.S. shifted slightly from 2.6%[23] in 2021 to 2.7% in 2022, driven primarily by product mix shift.

We also evaluate Grainger private label products to confirm they meet our responsible sourcing guidelines. Suppliers who provide Grainger private label products through Grainger Global Sourcing (GGS) complete an annual social responsibility survey, which indicates the suppliers' compliance with social responsibility topics.

NATIONAL BRANDS

At Grainger, we offer a wide selection of national brand products sourced from our trusted supplier partners, who are experts in their respective industries. To ensure we are partnering with suppliers that represent socially responsible procurement practices, all vendors are required to acknowledge the supplier handbook. In the event of a safety or recall issue, the Product Safety team convenes and partners with the supplier to determine the best course of action. If required, the team promptly implements a stop sale into the Grainger system, preventing Grainger from shipping these products to customers. Grainger works with the supplier to determine how to resolve the issue. Once the situation is resolved to the satisfaction of the supplier and Grainger, the stop sale is lifted.

23. Only includes private label. Previously reported figure of 3.8% in 2021 represented the total return rate.



Appendix

Forward-Looking Statement

All statements in this report other than those relating to historical facts are "forward-looking statements" under the federal securities laws. Forward-looking statements can generally be identified by their use of terms such as "anticipate," "estimate," "believe," "expect," "could," "forecast," "may," "intend," "plan," "predict," "project," "will" or "would" and similar terms and phrases, including references to assumptions.

Grainger cannot guarantee that any forward-looking statement will be realized and achievement of future results is subject to risks and uncertainties, many of which are beyond Grainger's control, which could cause Grainger's results to differ materially from those that are presented. Important factors that could cause actual results to differ materially from those presented or implied in the forward-looking statements include, without limitation: inflation, higher product costs or other expenses, including operational and administrative expenses; the impact of macroeconomic pressures and geopolitical trends, changes and events, including the impact of Russia's invasion of Ukraine on the global economy, tensions across the Taiwan Straits and in overall relations with China, and the ramifications of these and other events; a major loss of customers; loss or disruption of sources of supply; changes in customer or product mix; increased competitive pricing pressures; changes in third party practices regarding digital advertising; failure to enter into or sustain contractual arrangements on a satisfactory basis with group purchasing organizations; failure to develop, manage or implement new technology initiatives or business strategies, including with respect to the company's eCommerce platforms; failure to adequately protect intellectual property or successfully defend against infringement claims; fluctuations or declines in the company's gross profit margin; the company's responses to market pressures; the outcome of pending and future litigation or governmental or regulatory proceedings, including with respect to wage and hour, anti-bribery and corruption, environmental, regulations related to advertising, marketing and the Internet, consumer protection, pricing (including disaster or emergency declaration pricing statutes), product liability, compliance or safety, trade and export compliance, general commercial disputes, or privacy and cybersecurity matters; investigations, inquiries, audits and changes in laws and regulations; failure to comply with laws, regulations and standards, including new or stricter environmental laws or regulations; government contract matters; disruption or breaches of information technology or data security systems involving the company or third parties on which the company depends; general industry, economic, market or political conditions; general global economic conditions including tariffs and trade issues and policies; currency exchange rate fluctuations; market volatility, including price and trading volume volatility or price declines of the company's common stock; commodity price volatility; facilities disruptions or shutdowns; higher fuel costs or disruptions in transportation services; outbreaks of pandemic disease or viral contagions such as the COVID-19 pandemic; natural or human induced disasters, extreme weather and other catastrophes or conditions; effects of climate change; failure to execute on the Company's efforts and programs related to environmental, social and governance matters; competition for, or failure to attract, retain, train, motivate and develop executives and key employees; loss of key members of management or key employees; changes in effective tax rates; changes in credit ratings or outlook; the company's incurrence of indebtedness or failure to comply with restrictions and obligations under its debt agreements and instruments; and other factors that can be found in the company's filings with the Securities and Exchange Commission ("SEC"), including the company's most recent periodic reports filed on Form 10-K and Form 10-Q, which are available under "Financials" in the Investor Relations section of the company's website at **http://invest.grainger.com**.

The preceding list is not intended to be an exhaustive list of all of the factors that could impact the Company's forward-looking statements. Caution should be taken not to place undue reliance on the company's forward-looking statements. Historical, current, and forward-looking sustainability-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future. The information included in, and any issues identified as material for purposes of, this document shall not be considered material for SEC reporting purposes. As such, in the context of this report, the term "material" is distinct from, and should not be confused with, such term as defined for SEC reporting purposes. Website references and hyperlinks throughout this report are provided for convenience only, and the content on the referenced websites is not incorporated by reference into this report, nor does it constitute a part of this report. The company undertakes no obligation to update or revise any of its forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Key Performance Data

	2020	2021	2022
CUSTOMER SUSTAINABILITY SOLUTIONS			
Grainger High-Touch Solutions U.S. Environmentally Preferred Product Revenue ($ billion)	0.7	0.9	1
Grainger High-Touch Solutions U.S. Environmentally Preferred Product Revenue (% of High-Touch Solutions North American sales)	6	7	9
Grainger High-Touch Solutions U.S. Spend on Products from Small Businesses, including Woman-, Minority-, Veteran-, LGBTQ+- and Disabled Person-owned Businesses, as well as Historically Underutilized Business Zone (HUBZone) and Disadvantaged Businesses ($ billion)	2	2	2
ENVIRONMENTAL			
Global Energy Consumption (MWh)	354,000	348,000	327,000
Global Scope 1 & 2 Emissions ($MTCO_2e$)	103,000	99,000	92,000
Global GHG Intensity ($MTCO_2e$/Revenue)	9	8	6
Global Renewable Energy Produced (MWh)	6,000	7,000	8,000
Global Water Use (cubic meters)	Not Stated	524,000	504,000
Global Non-Hazardous Waste (million lbs.)[1]	Not Stated	25	24
Total U.S. Distribution Center Network Recycling Rate (%)	89	92	94
SOCIAL			
U.S. Lost Time Incident Rate	0.4	0.3	0.4
U.S. Total Recordable Incident Rate	1.2	1.2	1.3
Global Team Members	23,000	24,000	26,000
U.S. & Canada Team Members	19,000	19,000	21,000
U.S. & Canada Team Members — Women (%)	38	39	40
U.S. & Canada Leadership — Women (%)	34	34	35
U.S. Team Members — Racially and Ethnically Diverse (%)[2]	34	35	37
U.S. Leadership — Racially and Ethnically Diverse (%)[2]	22	24	24
CEO's U.S. Leadership Team — Women (%)	50	43	43
CEO's U.S. Leadership Team — Racially and Ethnically Diverse (%)	33	29	29
U.S. Total Cash and Product Contributions ($ million)	41	96	47
U.S. Team Member Volunteer Hours	9,000	10,000	12,000
GOVERNANCE			
Global Team Members Trained on Business Conduct Guidelines (%)	100	100	100
Women Board Members (%)	31	33	36
Racially and Ethnically Diverse Board Members (%)	31	25	27

1. 2021 data reported in 2022 ESG report restated due to error in prior calculation.
2. 2020 and 2021 figures restated to include population that chose not to disclose in denominator. Previously reported figures excluded non-disclosing population from denominator.

Grainger and The Sustainable Development Goals (SDGs)

The Sustainable Development Goals (SDGs) of the United Nations form part of the 2030 Agenda for Sustainable Development, which serves as a call to action and global blueprint for all governments, business and civil society organizations striving toward peace and prosperity for humanity and the planet. The 17 SDGs outline the strategies needed to reduce global inequality, improve health and education, bolster economic development, preserve the natural world and fight climate change. Grainger has identified eight of the 17 goals where our business can make the greatest impact.

SDG	SDG TARGET	GRAINGER ALIGNMENT
 **Quality Education** Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all	• **Target 4.1**: By 2030, ensure that all girls and boys complete free, equitable and quality primary and secondary education leading to relevant and effective learning outcomes • **Target 4.3**: By 2030, ensure equal access for all women and men to affordable and quality technical, vocational and tertiary education, including university • **Target 4.4**: By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship	Community Investment • Grainger's community strategy pillars: "Advance the Emerging Workforce" and "Empower Our Communities", pages 39-40 • STEM investment in underrepresented communities through grants to charitable organizations such as North Chicago Community Partners, pages 40-41
 **Gender Equality** Achieve gender equality and empower all women and girls	• **Target 5.1**: End all forms of discrimination against all women and girls everywhere • **Target 5.5**: Ensure women's full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life	Diversity, Equity and Inclusion • Diversity data & reporting, page 30 • Signed the Chicago Network Equity Principles, a campaign focused on advancing women leaders in the workplace to strive to achieve 50% representation of women in leadership positions by 2030, page 31 • Self-identification for gender identity, page 30 • Grainger's DEI learning programs, page 32 • Women's Business Resource Group, page 33 • Corporate member of the Women's Business Enterprise National Council, page 13

SDG	SDG TARGET	GRAINGER ALIGNMENT
 **Decent Work and Economic Growth** Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all	• **Target 8.4**: Improve progressively, through 2030, global resource efficiency in consumption and production and endeavour to decouple economic growth from environmental degradation, in accordance with the 10-year framework of programmes on sustainable consumption and production, with developed countries taking the lead • **Target 8.5**: By 2030, achieve full and productive employment and decent work for all women and men, including for young people and persons with disabilities, and equal pay for work of equal value • **Target 8.7**: Take immediate and effective measures to eradicate forced labour, end modern slavery and human trafficking and secure the prohibition and elimination of the worst forms of child labour, including recruitment and use of child soldiers, and by 2025 end child labour in all its forms • **Target 8.8**: Protect labour rights and promote safe and secure working environments for all workers, including migrant workers, in particular womenmigrants, and those in precarious employment	Grainger's Policies & Principles • Business Conduct Guidelines • Global Environmental, Health and Safety Policy • Human Rights Principles • Supplier Code of Ethics • Conflict Minerals Policy Customer Sustainability Solutions • Environmentally Preferrable Products (EPP) and services, pages 9-16 • Grainger's Supplier Diversity and Reseller Diversity Programs, page 13 Environmental • Emissions Reduction Strategy, pages 21-22 • Waste and Recycling, page 22 • Water, page 23 Diversity, Equity and Inclusion • Pay equity analysis, page 31 Health and Safety • Health and safety, page 26 • Safety training programs and engagement, pages 27-28
 **Industry, Innovation and Infrastructure** Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation	• **Target 9.1**: Develop quality, reliable, sustainable and resilient infrastructure, including regional and transborder infrastructure, to support economic development and human well-being, with a focus on affordable and equitable access for all • **Target 9.2**: Promote inclusive and sustainable industrialization and, by 2030, significantly raise industry's share of employment and gross domestic product, in line with national circumstances, and double its share in least developed countries • **Target 9.4**: By 2030, upgrade infrastructure and retrofit industries to make them sustainable, with increased resource-use efficiency and greater adoption of clean and environmentally sound technologies and industrial processes, with all countries taking action in accordance with their respective capabilities • **Target 9.5**: Enhance scientific research, upgrade the technological capabilities of industrial sectors in all countries, in particular developing countries, including, by 2030, encouraging innovation and substantially increasing the number of research and development workers per 1 million people and public and private research and development spending	Operational Efficiency at Grainger • LEED certifications, page 23 • High-efficiency lifecycle replacements, page 21 • Solar investment, page 21 • Green hydrogen used in Powered Industrial Equipment (PIE), page 22 • TRUE Zero Waste certifications, page 22 • Water consumption reduction efforts, page 23 • Transportation & shipping efficiencies (e.g., SmartWay® partner), page 15 Other • Climate-related scenario analysis of operations (please see our most recent CDP Climate Change Assessment response and TCFD) • Customer Sustainability Solutions, page 9 • Community strategy with pillars related to STEM investment in underrepresented communities, pages 39-40

SDG	SDG TARGET	GRAINGER ALIGNMENT
 **Sustainable Cities and Communities** Make cities and human settlements inclusive, safe, resilient and sustainable	• **Target 11.5**: By 2030, significantly reduce the number of deaths and the number of people affected and substantially decrease the direct economic losses relative to global gross domestic product caused by disasters, including water-related disasters, with a focus on protecting the poor and people in vulnerable situations • **Target 11.6**: By 2030, reduce the adverse per capita environmental impact of cities, including by paying special attention to air quality and municipal and solid waste management • **Target 11.B**: By 2020, substantially increase the number of cities and human settlements adopting and implementing integrated policies and plans towards inclusion, resource efficiency, mitigation and adaptation to climate change, resilience to disasters, and develop and implement, in line with the Sendai Framework for Disaster Risk Reduction 2015-2030, holistic disaster risk management at all levels	• Community Impact strategy pillar: Support Disaster Resilience and Relief, page 39-40 • American Red Cross Regional Disaster Responder, page 40 • Business Continuity, page 46 • Emergency Management Program, page 14 • Climate risk management and GHG emissions reductions (please see most recent CDP Climate Change Assessment Response) • TRUE Zero Waste certifications, page 22 • Recycling and waste management, page 22
 **Responsible Consumption and Production** Ensure sustainable consumption and production patterns	• **Target 12.5**: By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse • **Target 12.6**: Encourage companies, especially large and transnational companies, to adopt sustainable practices and to integrate sustainability information into their reporting cycle	• Customer Sustainability Solutions, pages 9-16 • Grainger boxes and dunnage are certified by the Sustainable Forestry Initiative (SFI), page 15 • Recycling and waste management, page 22 • TRUE Zero Waste certifications, page 22 • Integrated reporting processes across our Annual Report, Proxy Statement and ESG Report

SDG	SDG TARGET	GRAINGER ALIGNMENT
 **Climate Action** Take urgent action to combat climate change and its impacts	• **Target 13.1**: Strengthen resilience and adaptive capacity to climate-related hazards and natural disasters in all countries	• Climate Change Disclosure and GHG Emissions, page 20 • Emissions Reduction Strategy, pages 21-22 • CDP Climate Change Assessment & TCFD • Customer Sustainability Solutions, pages 9-16 • Emergency Management Program, page 14
 **Life on Land** Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss	• **Target 15.1**: By 2020, promote the implementation of sustainable management of all types of forests, halt deforestation, restore degraded forests and substantially increase afforestation and reforestation globally • **Target 15.5**: Take urgent and significant action to reduce the degradation of natural habitats, halt the loss of biodiversity and, by 2020, protect and prevent the extinction of threatened species	• Grainger boxes and dunnage are certified by the Sustainable Forestry Initiative (SFI), page 15 • Grainger's EPP portfolio offers products made of recycled materials, as well as products that support recycling (e.g., bins), page 10 • TRUE Zero Waste certifications, page 22 • Customer Sustainability Solutions, pages 9-16 • Supplier Code of Ethics • Global Environmental, Health and Safety Policy

GRI Index

Grainger has reported the information cited in this GRI content index for the period January 1, 2022 to December 31, 2022, unless otherwise specified. Grainger applies the GRI standards in the below GRI content index as a means of indicating where particular topics and disclosures can be found.

GRI 1 used — **GRI 1: Foundation 2021**

GRI STANDARD	DISCLOSURE	LOCATION
GRI 2: General Disclosures 2021	2-1 Organizational details	W.W. Grainger, Inc. 2022 Annual Report, pages 1, 5-10
	2-2 Entities included in the organization's sustainability reporting	2023 ESG Report, About This Report
	2-3 Reporting period, frequency and contact point	Reporting period: Fiscal year 2022 (January 1, 2022 to December 31, 2022), unless otherwise noted. Reporting frequency: Annual Contact: GraingerESG@Grainger.com
	2-4 Restatements of information	Details of restatements can be found in footnotes of respective sections. 2023 ESG Report, pages 21, 48, 51
	2-5 External assurance	2023 ESG Report, Assurance
	2-6 Activities, value chain and other business relationships	2022 Annual Report, pages "About Us", iv, 5-10,
	2-7 Employees	2022 Annual Report, pages 8-10 | ESG report, pages 30, 51, 62 | EEO-1 report
	2-8 Workers who are not employees	2022 Annual Report, pages 8-10
	2-9 Governance structure and composition	2023 Proxy Statement | 2023 ESG Report page 7
	2-10 Nomination and selection of the highest governance body	2023 Proxy Statement, pages 5-30
	2-11 Chair of the highest governance body	2023 ProxyStatement, page 27
	2-12 Role of the highest governance body in overseeing the management of impacts	2023 Proxy Statement, pages 31-37
	2-13 Delegation of responsibility for managing impacts	2023 Proxy Statement, pages 23-26, 31-37
	2-14 Role of the highest governance body in sustainability reporting	2023 Proxy Statement, pages 33-36 | 2023 ESG Report, page 7
	2-15 Conflicts of interest	2023 Proxy Statement, pages 10, 92 | 2023 Business Conduct Guidelines, pages 6, 8
	2-16 Communication of critical concerns	2023 Proxy Statement, pages 36-37
	2-17 Collective knowledge of the highest governance body	2023 Proxy Statement, pages 5-8
	2-18 Evaluation of the performance of the highest governance body	2023 Proxy Statement, pages 28-30
	2-19 Remuneration policies	2023 Proxy Statement, pages 38-39, 47-84

GRI STANDARD	DISCLOSURE	LOCATION
GRI 2: General Disclosures 2021	2-20 Process to determine remuneration	2023 Proxy Statement, pages 38-39, 47-84
	2-21 Annual total compensation ratio	2023 Proxy Statement, page 82
	2-22 Statement on sustainable development strategy	2023 ESG Report, page 1
	2-23 Policy commitments	Business Conduct Guidelines | Conflict Minerals Policy | Supplier Code of Ethics | Human Rights Principles | Global Environmental, Health and Safety Policy
	2-24 Embedding policy commitments	ESG Report, pages 6-8 Please see respective sections in 2023 ESG Report
	2-25 Processes to remediate negative impacts	ESG Report, page 44 | Business Conduct Guidelines
	2-26 Mechanisms for seeking advice and raising concerns	ESG Report, page 44 | Business Conduct Guidelines
	2-27 Compliance with laws and regulations	Material legal proceedings are disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, pages 23, 66-67
	2-28 Membership associations	CDP (C12.3, C12.3b)
	2-29 Approach to stakeholder engagement	2023 ESG Report, page 8
	2-30 Collective bargaining agreements	Not applicable
GRI 3: Material Topics 2021	3-1 Process to determine material topics	2023 ESG Report, page 8
	3-2 List of material topics	2023 ESG Report, page 8
	3-3 Management of material topics	2023 ESG Report, pages 6-8 | For further details on specific material topics, please see respective sections and metrics included in the 2023 ESG Report
GRI 201: Economic Performance 2016	201-1 Direct economic value generated and distributed	2022 Annual Report, pages 39-65
	201-2 Financial implications and other risks and opportunities due to climate change	2022 Annual Report, pages 21-22 | CDP (C2.2a, C2.3a, C2.4a, C3.1, C3.2a, C3.2b, C3.3, C3.4)
	201-3 Defined benefit plan obligations and other retirement plans	2022 Annual Report, pages 54-57, 59
GRI 203: Indirect Economic Impacts 2016	203-2 Significant indirect economic impacts	2022 Annual Report, pages 8-10, 21 | 2023 ESG Report pages 9-16, 39-42
GRI 204: Procurement Practices 2016	204-1 Proportion of spending on local suppliers	2023 ESG Report, page 13
GRI 205: Anti-corruption 2016	205-2 Communication and training about anti-corruption policies and procedures	ESG Report, page 44 | Business Conduct Guidelines
GRI 207: Tax 2019	207-1 Approach to tax	2022 Annual Report, pages 45, 62-64
	207-2 Tax governance, control, and risk management	2022 Annual Report, pages 20-21, 29, 45, 62-64
GRI 301: Materials 2016	301-2 Recycled input materials used	2023 ESG Report, (EPP & packaging), pages 9-16
	301-3 Reclaimed products and their packaging materials	2023 ESG Report, (EPP & packaging), pages 9-16

GRI STANDARD	DISCLOSURE	LOCATION
GRI 302: Energy 2016	302-1 Energy consumption within the organization	2023 ESG Report, page 51 | SASB, CG-MR-130a.1
	302-3 Energy intensity	2023 ESG Report, page 51 (2022 revenue and total energy consumed)
	302-4 Reduction of energy consumption	CDP (C7.9a) | 2023 ESG Report, pages 20-23
	302-5 Reductions in energy requirements of products and services	2023 ESG Report, pages 9-16
GRI 303: Water and Effluents 2018	303-1 Interactions with water as a shared resource	2023 ESG Report, page 23
	303-5 Water consumption	2023 ESG Report, page 23
GRI 305: Emissions 2016	305-1 Direct (Scope 1) GHG emissions	2023 ESG Report, pages 20, 51 CDP (C6.1)
	305-2 Energy indirect (Scope 2) GHG emissions	2023 ESG Report, pages 20, 51 CDP (C6.3)
	305-3 Other indirect (Scope 3) GHG emissions	2023 ESG Report, page 20 CDP (C6.5)
	305-4 GHG emissions intensity	2023 ESG Report, pages 20, 51 CDP (C6.10)
	305-5 Reduction of GHG emissions	2023 ESG Report, pages 20-23 | CDP (C4.1a, C7.9, C7.9a)
GRI 306: Waste 2020	306-1 Waste generation and significant waste-related impacts	2023 ESG Report, page 22
	306-2 Management of significant waste-related impacts	2023 ESG Report, page 22
	306-3 Waste generated	2023 ESG Report, page 22
	306-4 Waste diverted from disposal	2023 ESG Report, page 22
	306-5 Waste directed to disposal	2023 ESG Report, page 22
GRI 308: Supplier Environmental Assessment 2016	308-1 New suppliers that were screened using environmental criteria	2023 ESG Report, pages 46-48 | Supplier Code of Ethics
	308-2 Negative environmental impacts in the supply chain and actions taken	2023 ESG Report, pages 46-48 | Supplier Code of Ethics
GRI 401: Employment 2016	401-2 Benefits provided to full-time employees that are not provided to temporary or part-time employees	2023 ESG Report, page 38 | Total Rewards Website
	401-3 Parental leave	2023 ESG Report, page 38 | Total Rewards Website

GRI STANDARD	DISCLOSURE	LOCATION
GRI 403: Occupational Health and Safety 2018	403-1 Occupational health and safety management system	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-2 Hazard identification, risk assessment, and incident investigation	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-3 Occupational health services	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-4 Worker participation, consultation, and communication on occupational health and safety	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-5 Worker training on occupational health and safety	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-6 Promotion of worker health	2023 ESG Report, page 38 | Total Rewards Website
	403-7 Prevention and mitigation of occupational health and safety impacts directly linked by business relationships	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-8 Workers covered by an occupational health and safety management system	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-9 Work-related injuries	2023 ESG Report, pages 26-28 | No work-related fatalities in 2022.
GRI 404: Training and Education 2016	404-1 Average hours of training per year per employee	2023 ESG Report, page 36
	404-2 Programs for upgrading employee skills and transition assistance programs	2023 ESG Report, pages 35-37
	404-3 Percentage of employees receiving regular performance and career development reviews	2023 ESG Report, page 37
GRI 405: Diversity and Equal Opportunity 2016	405-1 Diversity of governance bodies and employees	2023 ESG Report, pages 30, 51, 62 | EEO-1 report | 2023 Proxy Statement
	405-2 Ratio of basic salary and remuneration of women to men	Details of our Pay Equity analysis disclosed in our 2023 ESG Report on page 31, but Grainger does not publicly disclose the results at this time.
GRI 408: Child Labor 2016	408-1 Operations and suppliers at significant risk for incidents of child labor	2023 ESG Report, pages 46-48 Human Rights Principles | Supplier Code of Conduct
GRI 409: Forced or Compulsory Labor 2016	409-1 Operations and suppliers at significant risk for incidents of forced or compulsory labor	2023 ESG Report, pages 46-48 Human Rights Principles | Supplier Code of Conduct
GRI 413: Local Communities 2016	413-1 Operations with local community engagement, impact assessments, and development programs	2023 ESG Report, pages 39-42
	413-2 Operations with significant actual and potential negative impacts on local communities	Grainger has not identified any operations where there are significant actual or potential negative impacts on local communities.

GRI STANDARD	DISCLOSURE	LOCATION
GRI 414: Supplier Social Assessment 2016	414-1 New suppliers that were screened using social criteria	2023 ESG Report, pages 46-48 Human Rights Principles | Supplier Code of Conduct
	414-2 Negative social impacts in the supply chain and actions taken	2023 ESG Report, pages 46-48 Human Rights Principles | Supplier Code of Conduct
GRI 415: Public Policy 2016	415-1 Political contributions	Grainger's Business Conduct Guidelines prohibits the use of company funds or assets for political purposes, including for contributions to any political party, candidate or committee. In accordance with this policy, we do not maintain a political action committee ("PACs"), nor do we contribute to any third-party PACs or other political entities organized under Section 527 of the Internal Revenue Code. | Business Conduct Guidelines
GRI 416: Customer Health and Safety 2016	416-1 Assessment of the health and safety impacts of product and service categories	2023 ESG Report, page 48
GRI 417: Marketing and Labeling 2016	417-1 Requirements for product and service information and labeling	2023 ESG Report, pages 9-16
GRI 418: Customer Privacy 2016	418-1 Substantiated complaints concerning breaches of customer privacy and losses of customer data	Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

SASB Index

SASB has developed and maintains industry-specific standards to assist companies in disclosing financially material sustainability information to investors. The following chart outlines our SASB disclosure responses to the Multiline and Specialty Retailers & Distributors standard, with references to where this information can be found.

ACCOUNTING METRIC	DATA TYPE	CODE	GRAINGER 2023 DISCLOSURE
Energy Management in Retail & Distribution			
(1) Total energy consumed	Quantitative	CG-MR-130a.1	1,178,000 GJ (327,000 MWh)
(2) Percentage grid electricity	Quantitative	CG-MR-130a.1	603,000 GJ, 51% of total (168,000 MWh)
(3) Percentage renewable	Quantitative	CG-MR-130a.1	48,000 GJ, 4% of total (13,000 MWh)
Data Security			
Description of approach to identifying and addressing data security risks	Qualitative	CG-MR-230a.1	2023 ESG Report page 45 **Vulnerability Identification:** Grainger identifies vulnerabilities using vulnerability management tools and exercises such as scans and penetration tests, which are aligned with a defined, documented, and approved vulnerability remediation strategy for all Grainger owned operational assets. The IT environment is continuously analyzed to help identify new assets, devices, or applications that require vulnerability scanning and penetration testing. Reports or automated dashboards identifying the current state of vulnerabilities impacting Grainger assets are provided by the Threat and Vulnerability Management team to technical stakeholders, and appropriate management, who are responsible to review and respond to vulnerability risk. **Information Security Risk Management:** The Governance, Risk, and Compliance (GRC) team's function is to provide governance to ensure that Grainger's information and systems are secured in accordance with our standards, and to nurture our commitment to asset security and integrity. The GRC team accomplishes this through the implementation of frameworks (like the NIST RMF framework) to ensure appropriate asset classification, control alignment and implementation, risk assessments and audit support, risk acceptance and asset authorization, and ongoing risk and control monitoring.. **Information Security — Vendor Risk Management:** Grainger's Information Security GRC team reviews vendors when they are onboarded, upon contract renewal, and when a new Statement of Work (SOW) is executed. A review of the information and applications involved is conducted and advise on the appropriate controls is given to ensure that the adequate Information Security contractual obligations are in place. **Information Security Policies:** The Information Security team has numerous policies and administrative procedures that are in place to provide guidance around Information Security and Risk Management requirements. These policies are available to all team members on the company's intranet homepage, and are updated regularly to align with industry standards, regulatory requirements, and contractual agreements. **Information Security Awareness:** Grainger has an Information Security Awareness program that provides team members with an understanding of the foundations of Information Security through regular communications via the company intranet and newsletters. All team members also go through annual training around Information Security to ensure that they understand their roles and responsibilities in protecting Grainger information and systems appropriately. Additional training is provided for more critical roles, such as software developers who build such systems and applications. In addition, Grainger Information Security organization executes monthly company wide Information Security education & awareness campaigns and phishing tests to determine compliance with company policies and best practices and to determine additional focus needs. Grainger uses gamification to improve employee engagement with its security awareness content and tracks compliance with remediation training with HR as an escalation point.

<table>
<tr><th>ACCOUNTING METRIC</th><th>DATA TYPE</th><th>CODE</th><th>GRAINGER 2023 DISCLOSURE</th></tr>
<tr><td>(1) Number of data breaches,
(2) Percentage involving personally identifiable information (PII),
(3) Number of users affected</td><td>Quantitative</td><td>CG-MR-230a.2</td><td>Grainger does not disclose this.</td></tr>
<tr><td colspan="4">Labor Practices</td></tr>
<tr><td>(1) Average hourly wage and
(2) Percentage of in-store employees earning minimum wage, by region</td><td>Quantitative</td><td>CG-MR-310a.1</td><td>Grainger does not disclose this.</td></tr>
<tr><td>(1) Voluntary and
(2) Involuntary turnover rate for all employees</td><td>Quantitative</td><td>CG-MR-310a.2</td><td>Grainger does not disclose this.</td></tr>
<tr><td>Total amount of monetary losses as a result of legal proceedings associated with labor law violations</td><td>Quantitative</td><td>CG-MR-310a.3</td><td>Material legal proceedings are disclosed in our 2022 Form 10-K, but Grainger does not disclose this specific metric.</td></tr>
<tr><td>Workforce Diversity & Inclusion

Percentage of gender and racial/ethnic group representation for
(1) management and
(2) all other employees</td><td>Quantitative</td><td>CG-MR-330a.1</td><td>
GENDER REPRESENTATION
<table>
<tr><th></th><th>Female</th><th>Male</th><th>Not Disclosed</th></tr>
<tr><td>Management</td><td>35%</td><td>65%</td><td>0%</td></tr>
<tr><td>All Other Employees</td><td>40%</td><td>60%</td><td>0%</td></tr>
</table>
RACIAL/ETHNIC GROUP REPRESENTATION
<table>
<tr><th></th><th>Asian</th><th>Black</th><th>Hispanic</th><th>White</th><th>Other</th><th>Multiracial</th><th>Not Disclosed</th></tr>
<tr><td>Management</td><td>6%</td><td>7%</td><td>9%</td><td>73%</td><td>0%</td><td>2%</td><td>3%</td></tr>
<tr><td>All Other Employees</td><td>4%</td><td>13%</td><td>17%</td><td>56%</td><td>1%</td><td>4%</td><td>5%</td></tr>
</table>
</td></tr>
<tr><td>Total amount of monetary losses as a result of legal proceedings associated with employment discrimination</td><td>Quantitative</td><td>CG-MR-330a.2</td><td>Material legal proceedings are disclosed in our 2022 Form 10-K, but Grainger does not disclose this specific metric.</td></tr>
</table>

ACCOUNTING METRIC	DATA TYPE	CODE	GRAINGER 2023 DISCLOSURE
Product Sourcing, Packaging & Marketing			
Revenue from products third-party certified to environmental and/or social sustainability standards	Quantitative	CG-MR-410a.1	Environmentally preferable product revenue: more than $1B (2023 ESG Report page 10)
Discussion of processes to assess and manage risks and/or hazards associated with chemicals in products	Discussion and Analysis	CG-MR-410a.2	**Products:** As part of our product category review process, we conduct a product regulatory review, which ensures that our products meet requirements like federal and state laws, and we assess product ingredient lists for substances which may have harmful effects on human health or the environment. Our strong understanding of industry best practices for products are driven by evaluations from our suppliers and product expectations from our customers. Where necessary to serve our customers, Grainger will work with suppliers to identify alternative products. For Grainger's private label products where we are the importer of record, we conduct in-person factory and product audits and quality checks prior to any product entering our supply chain. When a product enters our supply chain, we conduct audits before the product is released into stock to ensure the product meets the requirements set with the supplier. All products must meet the testing and ingredient requirements for functionality, quality, federal and state regulations. We continue to increase the number of products in our portfolio with environmental certifications and attributes, such as GreenGuard and EPA Safer Choice, helping consumers identify and consider these products while shopping. We also continue to align with product safety best practices and forecast emerging risks and regulations. Our established and refined compliance requirements ensure that our products are safe for their intended use. We actively educate team members and customers on potential risks and continuously monitor and research chemical safety trends to enhance the availability of safe products. **Hazard Communication Program:** Grainger maintains a set of hazard communication policies and best practices. Our corporate EHS and Supplier Management/Product Compliance departments are jointly responsible for the management and implementation of the Hazard Communication Program. Employees who work with or are potentially exposed to hazardous chemicals receive initial training on the hazard communication standard and this plan before starting work. Each new employee attends a health and safety orientation that includes an overview of the Hazard communication & GHS standard. The Hazardous Material Shipping Compliance Guidelines Acknowledgement must be signed by the appropriately trained members of Grainger's Management Teams at the DC's and Branch locations.
Discussion of strategies to reduce the environmental impact of packaging	Discussion and Analysis	CG-MR-410a.3	Details can be found in 2023 ESG Report page 15
Activity Metric			
Number of: (1) retail locations and (2) distribution centers	Quantitative	CG-MR-000.A	Retail locations (branches): 390 Distribution centers: 35
Total area of: (1) retail space and (2) distribution centers	Quantitative	CG-MR-000.B	Retail locations (branches): ~8 million sq. ft. Distribution centers: ~16 million sq. ft. Further details can be found in our 2022 Annual Report pg. 23

Task Force on Climate-Related Financial Disclosures (TCFD) Index

We are committed to providing transparency on our climate change risk management, governance and performance. The Task Force on Climate-related Financial Disclosures (TCFD) has developed voluntary, consistent climate-related financial risk disclosures for use by companies in providing meaningful information to stakeholders. Below is a summary outlining references in which you can find Grainger's relevant information pertaining to the TCFD's recommended disclosures. Please note, at the time of publishing this index, our 2022 CDP Climate Change Assessment is available and covers FY2021. Our 2023 CDP Climate Change Assessment will be made available later in 2023, according to the CDP's timeline, and will cover FY2022.

RECOMMENDED DISCLOSURES	GRAINGER REFERENCES & DISCLOSURES
Governance — Disclose the organization's governance around climate-related risks and opportunities.	
Describe the board's oversight of climate-related risks and opportunities.	CDP (C1.1, C1.1a, C1.1b. C1.1d), 2023 ESG Report, page 7, 2023 Proxy Statement, pages 1-2, 33-35
Describe management's role in assessing and managing climate-related risks and opportunities	CDP (C1.2, C1.2a)
Strategy — Disclose the actual and potential impacts of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning where such information is material.	
Describe the climate-related risks and opportunities the organization has identified over the short, medium, and long term.	2022 Annual Report, pages 21-22, 26, CDP (C2.1, C2.1a, C2.1b, C2.2a, C2.3, C2.3a, C2.4, C2.4a), 2023 ESG Report, pages 9-16, 19-23
Describe the impact of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning.	2022 Annual Report, pages 21-22, CDP (C2.2a, C2.3a, C2.4a, C3.1, C3.2a, C3.2b, C3.3, C3.4)
Describe the resilience of the organization's strategy, taking into consideration different climate-related scenarios, including a 2°C or lower scenario.	CDP (C3.2, C3.2a, C3.2b)
Risk Management — Disclose how the organization identifies, assesses, and manages climate-related risks.	
Describe the organization's processes for identifying and assessing climate-related risks	CDP (C2.1, C2.1b, C2.2, C2.2a)
Describe the organization's processes for managing climate-related risks.	CDP (C2.1, C2.2, C2.3a)
Describe how processes for identifying, assessing, and managing climate-related risks are integrated into the organization's overall risk management	CDP (C2.1, C2.1b, C2.2), 2023 Proxy Statement, pages 33-36
Metrics — Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities where such information is material.	
Disclose the metrics used by the organization to assess climate-related risks and opportunities in line with its strategy and risk management process	2022 Scope 1 emissions: 31,100, CDP (C6.1) 2022 Scope 2 emissions, location-based: 67,000, CDP (C6.3) 2022 Scope 2 emissions, market-based: 61,000, CDP (C6.3)
Disclose Scope 1, Scope 2, and, if appropriate, Scope 3 greenhouse gas (GHG) emissions, and the related risks	2022 Scope 1 and 2 emissions intensity (MT CO_2e/revenue): 0.000006, CDP (C6.10), 2023 ESG Report, pages 20, 51 2022 Scope 3 emissions: please see CDP (C6.5) Environmentally Preferable Product revenue: 2023 ESG Report, pages 10, 51 Other: CDP (C2.3a, C2.4a)
Describe the targets used by the organization to manage climate-related risks and opportunities and performance against targets	2022 CDP (C4.1, C4.1a) 2023 ESG Report, pages 20-23

2023 Environmental, Social and Governance Report

For our most up-to-date news, visit graingeresg.com.

We welcome your feedback at graingeresg@grainger.com.

© 2023 W.W. Grainger, Inc. All rights reserved.

© 2023 W.W. Grainger, Inc. All rights reserved. Grainger, Grainger and Design, Grainger.com, "G," KeepStock, We Keep the World Working, Grainger Edge, Grainger Know How and Zoro are the trademarks or service marks of W.W. Grainger, Inc. and subsidiaries, which may be registered in the U.S. and/or other countries.

From *Fortune*. ©2022 and ©2023 *Fortune* Media IP Limited All rights reserved. Used under license. *Fortune* and *Fortune* 100 Best Companies to Work For® are registered trademarks of Fortune Media IP Limited and are used under license. *Fortune* and *Fortune* Media IP Limited are not affiliated with, and do not endorse products or services of, W.W. Grainger, Inc.

Used with permission. © 2023 Dow Jones & Company, Inc.

All other trademarks and service marks are the property of their respective owners.

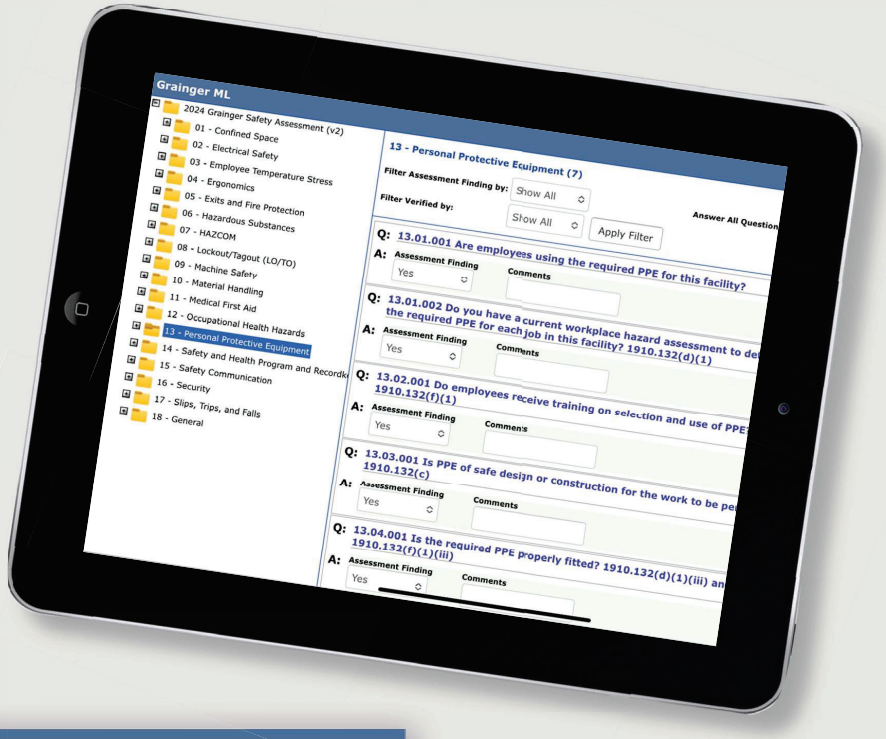
Exhibit 03 – Grainger Safety Assessment Brochure

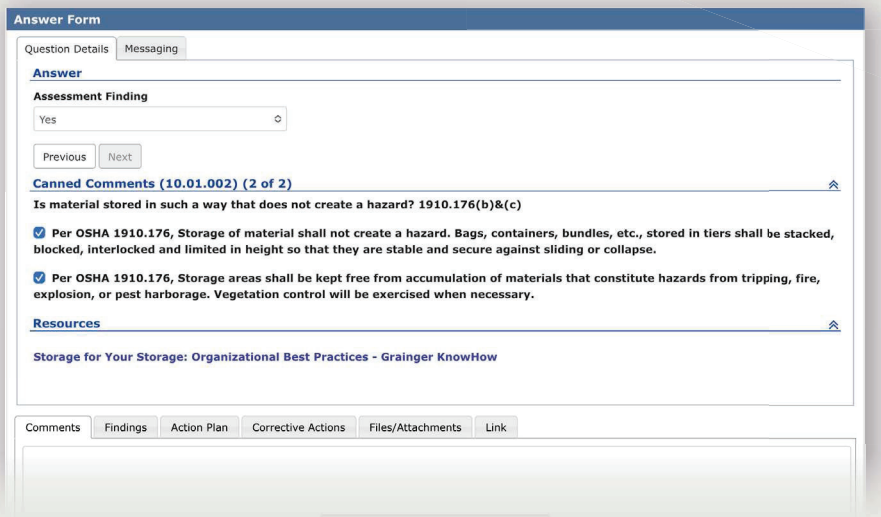
GRAINGER SAFETY ASSESSMENTS

Let our team of more than 60 experienced Board-Certified Safety Professionals support your environmental, health and safety initiatives. Working with you, we'll conduct a detailed, standards-based evaluation using the unique **Grainger Safety Assessment** platform to help deliver personalized solutions across your operations.*

ASSESSMENTS INCLUDE:

- Confined Space
- Electrical Safety
- Environmental Hazards
- Ergonomics
- Exits & Fire Protection
- Hazardous Communication
- Lockout/Tagout
- Machine Guarding
- Material Handling
- Medical First Aid
- Occupational Health Hazards
- Personal Protective Equipment
- Recordkeeping
- Security
- Slips, Trips & Falls
- Temperature Stress





PERSONALIZED: Interactive form allows our safety team to add comments and take photos on site, providing a quick and comprehensive reference of the inspection findings.

DYNAMIC: Questions change based on your specific answers, helping our safety professionals recommend and deliver an appropriate safety solution.

ORGANIZED: Forms are customized for all locations within your facility. Easy-to-read results help you quickly identify safety issues/ immediate needs and work with one of our safety professionals to resolve them.

GRAINGER SAFETY ASSESSMENT PROCESS:

- Meet with your aligned Grainger Field Safety Professional (FSP) to discuss your needs
- FSP conducts facility assessment
- FSP meets with you to discuss findings and recommendations

Contact your Grainger rep for a compliance check and get instant results!

*Note: *This content is intended for general information purposes only. It is not a substitute for review of the applicable government regulations and standards, and should not be construed as legal advice or opinion. For specific compliance questions, refer to the cited regulation or consult with an attorney.*

©2024 W.W Grainger, Inc. W-GEDG740 G1146

Exhibit 04 – 1 – Sample Invoice



GRAINGER®

INVOICE

This Document is Confidential & Proprietary, Trade Secret Protected.

Exhibit 04-2 - Sample Invoice



GRAINGER®

ORIGINAL INVOICE

This Document is Confidential & Proprietary, Trade Secret Protected.

Exhibit 05 – Sample Item Purchase History (IPH) Report

The information contained in these reports is confidential. It is the property of W.W. Grainger, Inc. Unauthorized use, disclosure or copying of this information is strictly prohibited and may be unlawful.

Low Sensitivity

Exhibit 06 -Grainger US Branch & DC Locations

Location	Address	City	State	Zip Code
Grainger DC	4700 Hamner Ave.	MIRA LOMA	CA	91752
Grainger DC	8001 Forshee Dr.	JACKSONVILLE	FL	32219
Grainger DC	701 Grainger Way	MINOOKA	IL	60447
Grainger DC	11200 E. 210 Hwy.	KANSAS CITY	MO	64161
Grainger DC	4300 Old Airways Rd.	SOUTHAVEN	MS	38671
Grainger DC	400 Bordentown Hedding Rd	BORDENTOWN	NJ	08505
Grainger DC	8211 Bavaria Dr E	MACEDONIA	OH	44056
Grainger DC	101 Southchase Blvd.	FOUNTAIN INN	SC	29644
Grainger DC	201 Freedom Dr.	ROANOKE	TX	76262
Grainger DC	95 S. Tejon St.	DENVER	CO	80223
Grainger DC	2450 Annapolis Lane N.	PLYMOUTH	MN	55441
Grainger DC	6725 S. Todd Blvd.	TUKWILA	WA	98188
Grainger DC	8701 Minor Lane	LOUISVILLE	KY	40219
Grainger DC	2710 Keystone Pacific Parkway	PATTERSON	CA	95363
Future DC		Gresham	OR	
Future DC		Houston	TX	
Bulk Warehouse	1051 Carson Ct	Easton	PA	18045
Bulk Warehouse	15350 North Beach St	Fort Worth	TX	76177
Bulk Warehouse		Pineville	NC	
Bulk Warehouse	6590 Pritchard Rd	Jacksonville	FL	32219
Bulk Warehouse	4130 Indian Ave	Los Angeles	CA	92571
Bulk Warehouse	3501 Corporate Dr	Joliet	IL	60431
Grainger Branch	6240 B St.	ANCHORAGE	AK	99518-1727
Grainger Branch	3735 First Ave. N.	BIRMINGHAM	AL	35222-1301
Grainger Branch	1912 Jordan Lane NW	HUNTSVILLE	AL	35816-1542
Grainger Branch	1241 Montlimar Dr.	MOBILE	AL	36609-1712
Grainger Branch	541 George Todd Dr.	MONTGOMERY	AL	36117-2233
Grainger Branch	3807 Planters Rd.	FT. SMITH	AR	72908-8461

Location	Address	City	State	Zip Code
Grainger Branch	6100 Murray St.	LITTLE ROCK	AR	72209-8528
Grainger Branch	1205 S. Old Missouri Rd.	SPRINGDALE	AR	72764-1152
Grainger Branch	960 N. 51st Ave	PHOENIX	AZ	85043-2625
Grainger Branch	2002 W. Rose Garden Lane	PHOENIX	AZ	85027-2620
Grainger Branch	4465 E. Broadway Rd.	PHOENIX	AZ	85040-8892
Grainger Branch	775 E Baseline Rd	GILBERT	AZ	85233-1203
Grainger Branch	3415 S. Dodge Blvd.	TUCSON	AZ	85713-5434
Grainger Branch	3900 Easton Dr.	BAKERSFIELD	CA	93309-1083
Grainger Branch	1335 Tuolumne St.	FRESNO	CA	93706-2017
Grainger Branch	9220 Hyssop Dr.	RANCHO CUCAMONGA	CA	91730-6108
Grainger Branch	1151 E. Columbia Ave.	RIVERSIDE	CA	92507-2113
Grainger Branch	310 E. Ball Rd.	ANAHEIM	CA	92805-6312
Grainger Branch	8930 Winnetka Ave.	NORTHRIDGE	CA	91324-3200
Grainger Branch	1050 W. Walnut St.	COMPTON	CA	90220-5112
Grainger Branch	101 S. Rice Ave.	OXNARD	CA	93030-7235
Grainger Branch	570 S. Alameda St.	LOS ANGELES	CA	90013-1726
Grainger Branch	10804 S. La Cienega Blvd.	INGLEWOOD	CA	90304-1113
Grainger Branch	10137 S. Norwalk Blvd..	SANTA FE SPRINGS	CA	90670-3325
Grainger Branch	1554 BROOKHOLLOW DR SUITE A	SANTA ANA	CA	92705-5508
Grainger Branch	444 Doolittle Dr.	SAN LEANDRO	CA	94577-1016
Grainger Branch	2288 Pike Ct.	CONCORD	CA	94520-1251
Grainger Branch	3691 Industrial Blvd.	WEST SACRAMENTO	CA	95691-3456
Grainger Branch	1334 Dayton St.	SALINAS	CA	93901-4416
Grainger Branch	1150 Bay Blvd.	CHULA VISTA	CA	91911-2601
Grainger Branch	1321 Linda Vista Dr.	SAN MARCOS	CA	92078-3804

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	8001 Raytheon Rd.	SAN DIEGO	CA	92111-1608
Grainger Branch	1360 Rollins Rd	BURLINGAME	CA	94010-2410
Grainger Branch	2261 Ringwood Ave.	SAN JOSE	CA	95131-1717
Grainger Branch	5760 Commerce Blvd.	ROHNERT PARK	CA	94928-1630
Grainger Branch	2501 Stagecoach Rd.	STOCKTON	CA	95215-7909
Grainger Branch	6412 Tupelo Dr. #G	CITRUS HEIGHTS	CA	95621-1773
Grainger Branch	12871 Western Ave., Suite A	GARDEN GROVE	CA	92841-4032
Grainger Branch	4885 Paris St.	DENVER	CO	80239-2811
Grainger Branch	4531 Innovation Dr.	FORT COLLINS	CO	80525-3406
Grainger Branch	610 Popes Bluff Trail	COLORADO SPRINGS	CO	80907-3512
Grainger Branch	95 S. Tejon St.	DENVER	CO	80223-1251
Grainger Branch	6935 Broadway	DENVER	CO	80221-2841
Grainger Branch	124 Universal Dr.	NORTH HAVEN	CT	06473-3630
Grainger Branch	75 Maxim Rd.	HARTFORD	CT	06114-1605
Grainger Branch	117 Quigley Blvd.	NEW CASTLE	DE	19720-4103
Grainger Branch	12431 Metro Pkwy.	FT. MYERS	FL	33966-1316
Grainger Branch	8450 Philips Hwy.	JACKSONVILLE	FL	32256-8206
Grainger Branch	2255 NW 89TH Place	DORAL	FL	33172-2428
Grainger Branch	2131 SW 2nd St. Bldg 8	POMPANO BEACH	FL	33069-3100
Grainger Branch	1800 N. Florida Mango Rd.	WEST PALM BEACH	FL	33409-6406
Grainger Branch	7200 NW 37TH Ave.	MIAMI	FL	33147-5838
Grainger Branch	2620 SW 17th Rd., Ste 300	OCALA	FL	34471-2096
Grainger Branch	4180 L B Mcleod Rd.	ORLANDO	FL	32811-5695
Grainger Branch	101 S. Wickham Rd.	WEST MELBOURNE	FL	32904-1131
Grainger Branch	3924 W. Pensacola St.	TALLAHASSEE	FL	32304-2838

Location	Address	City	State	Zip Code
Grainger Branch	12579 49TH St. N.	CLEARWATER	FL	33762-4313
Grainger Branch	6685 Whitfield Industrial Ave.	SARASOTA	FL	34243-4012
Grainger Branch	1820 Tampa East Blvd.	TAMPA	FL	33619-3052
Grainger Branch	4505 W. Hillsborough Ave	TAMPA	FL	33614-5441
Grainger Branch	631 S. Marietta Pkwy SE	MARIETTA	GA	30060-2748
Grainger Branch	6655 Crescent Dr	NORCROSS	GA	30071-2934
Grainger Branch	5300 Frontage Rd. Suite A-1	FOREST PARK	GA	30297-2516
Grainger Branch	1205 Commerce Rd.	ATHENS	GA	30607-1101
Grainger Branch	2048 Paul Walsh Dr.	MACON	GA	31206-3168
Grainger Branch	1721 Marietta Blvd. NW	ATLANTA	GA	30318-3646
Grainger Branch	1516 Gordon Hwy.	AUGUSTA	GA	30906-2006
Grainger Branch	1324 US Highway 80 W	GARDEN CITY	GA	31408-2547
Grainger Branch	2833 Paa Street	HONOLULU	HI	96819-4406
Grainger Branch	715 33RD Ave. SW	CEDAR RAPIDS	IA	52404-3924
Grainger Branch	961 E. 53RD St.	DAVENPORT	IA	52807-2633
Grainger Branch	1811 E. Sheridan Ave.	DES MOINES	IA	50316-1803
Grainger Branch	5576 Irving St.	BOISE	ID	83706-1216
Grainger Branch	2356 S Ashland Ave	CHICAGO	IL	60608-5304
Grainger Branch	2701 Ogden Ave.	DOWNERS GROVE	IL	60515-1704
Grainger Branch	8045 River Dr.	MORTON GROVE	IL	60053-2651
Grainger Branch	475 E. Algonquin Rd.	ARLINGTON HEIGHTS	IL	60005-4620
Grainger Branch	6001 W. 115TH St.	ALSIP	IL	60803-5152
Grainger Branch	6450 S. Austin Ave.	CHICAGO	IL	60638-5394
Grainger Branch	3240 Mannheim Rd.	FRANKLIN PARK	IL	60131-1532
Grainger Branch	2221 N. Elston Ave.	CHICAGO	IL	60614-2905

Location	Address	City	State	Zip Code
Grainger Branch	3585 Sunset Ave.	WAUKEGAN	IL	60087-3217
Grainger Branch	1017 SW Jefferson Ave.	PEORIA	IL	61605-3948
Grainger Branch	5862 Harrison Ave	ROCKFORD	IL	61108-8127
Grainger Branch	1701 Cline Ave.	GARY	IN	46406-2225
Grainger Branch	837 N. Congress Ave.	EVANSVILLE	IN	47715-2452
Grainger Branch	1819 W. 16TH St.	INDIANAPOLIS	IN	46202-2032
Grainger Branch	9210 Corporation Dr.	INDIANAPOLIS	IN	46256-1017
Grainger Branch	1750 Commerce Dr.	SOUTH BEND	IN	46628-1565
Grainger Branch	14790 W. 99TH St.	LENEXA	KS	66215-1109
Grainger Branch	1920 S. West St.	WICHITA	KS	67213-1108
Grainger Branch	1351 Georgetown Rd.	LEXINGTON	KY	40511-2503
Grainger Branch	1901 Plantside Dr.	LOUISVILLE	KY	40299-1919
Grainger Branch	1508 Eraste Landry Rd.	LAFAYETTE	LA	70506-1989
Grainger Branch	2502 S Cities Service Hwy	SULPHUR	LA	70663-6405
Grainger Branch	500 Thomas Rd.	WEST MONROE	LA	71292-9454
Grainger Branch	12455 Airline Highway	BATON ROUGE	LA	70817
Grainger Branch	9506 Ashland Rd	GONZALES	LA	70737-8097
Grainger Branch	825 Distributors Row	NEW ORLEANS	LA	70123-3209
Grainger Branch	601 S. Galvez St.	NEW ORLEANS	LA	70119-7517
Grainger Branch	5126 Hollywood Ave.	SHREVEPORT	LA	71109-7716
Grainger Branch	428 University Ave.	NORWOOD	MA	02062-2638
Grainger Branch	31 Cabot Rd.	WOBURN	MA	01801-1003
Grainger Branch	160 Broadway	EVERETT	MA	02149-2460
Grainger Branch	400 Arsenal St.	WATERTOWN	MA	02472-2805
Grainger Branch	790 Cottage St.	SPRINGFIELD	MA	01104-3221

Location	Address	City	State	Zip Code
Grainger Branch	10981 Guilford Rd.	ANNAPOLIS JUNCTION	MD	20701-1125
Grainger Branch	4748 Forbes Blvd.	LANHAM	MD	20706-4302
Grainger Branch	8820 Citation Road	BALTIMORE	MD	21221-3101
Grainger Branch	701 Dover Road	ROCKVILLE	MD	20850-1392
Grainger Branch	2100 Haines St.	BALTIMORE	MD	21230-3206
Grainger Branch	425 Warren Ave.	PORTLAND	ME	04103-1287
Grainger Branch	1587 E. Whitcomb Ave.	MADISON HEIGHTS	MI	48071-1415
Grainger Branch	6874 Middlebelt Rd.	ROMULUS	MI	48174-2041
Grainger Branch	23800 Haggerty Rd.	FARMINGTON HILLS	MI	48335-2617
Grainger Branch	25940 Groesbeck Hwy.	WARREN	MI	48089-4144
Grainger Branch	2915 Boardwalk St.	ANN ARBOR	MI	48104-6765
Grainger Branch	2711 Lapeer Rd.	FLINT	MI	48503-4354
Grainger Branch	1201 W. Lafayette Blvd.	DETROIT	MI	48226-3008
Grainger Branch	3803 Roger B Chaffee SE	GRAND RAPIDS	MI	49548-3437
Grainger Branch	2476 Azo Dr.	KALAMAZOO	MI	49048-9540
Grainger Branch	5617 Enterprise Dr.	LANSING	MI	48911-4194
Grainger Branch	220 W. Morley Dr.	SAGINAW	MI	48601-9464
Grainger Branch	201 E. 78TH St.	BLOOMINGTON	MN	55420-1249
Grainger Branch	345 Plato Blvd E Ste 120	ST. PAUL	MN	55107-1228
Grainger Branch	2450 Annapolis Lane N.	PLYMOUTH	MN	55441-3600
Grainger Branch	2300 E. 18TH St.	KANSAS CITY	MO	64127-2543
Grainger Branch	2227 Clark Ave.	ST. LOUIS	MO	63103-2539
Grainger Branch	2535 Metro Blvd.	MARYLAND HEIGHTS	MO	63043-2409
Grainger Branch	808 N. Cedarbrook Ave.	SPRINGFIELD	MO	65802-2522
Grainger Branch	3551 I-55 S.	JACKSON	MS	39212-4963

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	221 Moore Lane	BILLINGS	MT	59101-3418
Grainger Branch	834 Riverside Dr.	ASHEVILLE	NC	28804-3222
Grainger Branch	1440 Westinghouse Blvd Suite L	CHARLOTTE	NC	28273
Grainger Branch	1401 S. Mint St.	CHARLOTTE	NC	28203-4135
Grainger Branch	2506 Greengate Dr.	GREENSBORO	NC	27406-5241
Grainger Branch	4820 Signett Dr.	RALEIGH	NC	27616-2824
Grainger Branch	505 Covil Ave.	WILMINGTON	NC	28403-2652
Grainger Branch	3825 12TH Ave. N.	FARGO	ND	58102-2906
Grainger Branch	9345 J St.	OMAHA	NE	68127-1206
Grainger Branch	370 E. Industrial Park Dr.	MANCHESTER	NH	03109-5310
Grainger Branch	1001 Hadley Rd.	SOUTH PLAINFIELD	NJ	07080-1102
Grainger Branch	308 Allwood Rd.	CLIFTON	NJ	07012-1701
Grainger Branch	212 Industrial Way W.	EATONTOWN	NJ	07724-2206
Grainger Branch	560-596 Bercik St. Suite 1	ELIZABETH	NJ	7201
Grainger Branch	819 E Gate Dr.	MT. LAUREL	NJ	08054-1208
Grainger Branch	3901 Osuna Rd. NE	ALBUQUERQUE	NM	87109-4431
Grainger Branch	1201 San Juan Blvd.	FARMINGTON	NM	87401-2723
Grainger Branch	2401 Western Ave.	LAS VEGAS	NV	89102-4815
Grainger Branch	900 Packer Way	SPARKS	NV	89431-6441
Grainger Branch	35 Corporate Circle	ALBANY	NY	12203-5154
Grainger Branch	50 McKesson Pkwy.	BUFFALO	NY	14225-5116
Grainger Branch	58-45 Grand Ave.	MASPETH	NY	11378-3230
Grainger Branch	1 Park Dr.	MELVILLE	NY	11747-3035
Grainger Branch	505 Saw Mill River Rd.	ELMSFORD	NY	10523-1009

Location	Address	City	State	Zip Code
Grainger Branch	199 Orville Dr.	BOHEMIA	NY	11716-2515
Grainger Branch	815 3rd Ave.	BROOKLYN	NY	11232-1511
Grainger Branch	1999 Mt. Read Blvd.	ROCHESTER	NY	14615-3700
Grainger Branch	430 W. Metro Park	ROCHESTER	NY	14623-2619
Grainger Branch	6285 E. Molloy Rd.	EAST SYRACUSE	NY	13057-1037
Grainger Branch	4420 Glendale Milford Rd.	CINCINNATI	OH	45242-3708
Grainger Branch	939 W. 8th St.	CINCINNATI	OH	45203-1131
Grainger Branch	1035 Valley Belt Rd.	BROOKLYN HEIGHTS	OH	44131-1432
Grainger Branch	420 Kennedy Rd.	AKRON	OH	44305-4424
Grainger Branch	1721 6TH St. SW	CANTON	OH	44706-1203
Grainger Branch	3640 Interchange Rd.	COLUMBUS	OH	43204-1434
Grainger Branch	6999 Huntley Rd. Suite A	COLUMBUS	OH	43229-1031
Grainger Branch	8700 LeSaint Drive	FAIRFIELD	OH	45014-2260
Grainger Branch	2321 Needmore Road	DAYTON	OH	45414-4147
Grainger Branch	1300 Third St.	PERRYSBURG	OH	43551-4349
Grainger Branch	360 Victoria Rd.	YOUNGSTOWN	OH	44515-2026
Grainger Branch	4314 Will Rogers Pkwy.	OKLAHOMA CITY	OK	73108-1864
Grainger Branch	10707 E. Pine St.	TULSA	OK	74116-1547
Grainger Branch	6335 N. Basin Ave.	PORTLAND	OR	97217-3915
Grainger Branch	2011 Avenue C	BETHLEHEM	PA	18017-2117
Grainger Branch	415 W. 12TH St.	ERIE	PA	16501-1505
Grainger Branch	4320 Lewis Rd.	HARRISBURG	PA	17111-2538
Grainger Branch	10401 Drummond Rd.	PHILADELPHIA	PA	19154-3805
Grainger Branch	1530 Delmar Dr.	FOLCROFT	PA	19032-2102

Location	Address	City	State	Zip Code
Grainger Branch	401 N. 8TH St.	PHILADELPHIA	PA	19123-3902
Grainger Branch	201 RIDC Park West Dr. AIRPORT LOCATION	PITTSBURGH	PA	15275-1003
Grainger Branch	3150 Liberty Ave.	PITTSBURGH	PA	15201-1416
Grainger Branch	78 Jefferson Blvd.	WARWICK	RI	02888-1064
Grainger Branch	7401 Pepperdam Ave.	NORTH CHARLESTON	SC	29418-8434
Grainger Branch	550 Chris Dr.	WEST COLUMBIA	SC	29169-4669
Grainger Branch	730 Congaree Rd.	GREENVILLE	SC	29607-3598
Grainger Branch	500 E. 50TH St. N.	SIOUX FALLS	SD	57104-0631
Grainger Branch	902 Creekside Rd.	CHATTANOOGA	TN	37406-1053
Grainger Branch	6500 Baum Dr.	KNOXVILLE	TN	37919-7309
Grainger Branch	1901 Nonconnah Blvd.	MEMPHIS	TN	38132-2106
Grainger Branch	1938 Elm Tree Dr.	NASHVILLE	TN	37210-3718
Grainger Branch	1021 Dr. M.L.K. Jr Blvd.	NASHVILLE	TN	37203-5741
Grainger Branch	5807 Canyon Dr.	AMARILLO	TX	79110-3026
Grainger Branch	7950 Research Blvd. Ste 101	AUSTIN	TX	78758-8425
Grainger Branch	125 Sawyer St.	BEAUMONT	TX	77702-2216
Grainger Branch	430 Sun Belt Dr.	CORPUS CHRISTI	TX	78408-2411
Grainger Branch	322 West Main Suites 120 & 140	KENEDY	TX	78119
Grainger Branch	2251 E. Division St. Ste A	ARLINGTON	TX	76011-6619
Grainger Branch	1305 N. Interstate 35E	CARROLLTON	TX	75006-8628
Grainger Branch	300 W. Vickery Blvd	FORT WORTH	TX	76104-1201
Grainger Branch	8321 John W Carpenter Fwy	DALLAS	TX	75247
Grainger Branch	5000 Northeast Pkwy.	FORT WORTH	TX	76106-1819
Grainger Branch	2701 W. Kingsley Rd.	GARLAND	TX	75041-2406

Location	Address	City	State	Zip Code
Grainger Branch	6901 Imperial Dr.	WACO	TX	76712-6813
Grainger Branch	4242 Platinum Way	DALLAS	TX	75237-1618
Grainger Branch	2601 E. Plano Pkwy.	PLANO	TX	75074-7416
Grainger Branch	6006 E. Ben White Blvd., Suite 500	AUSTIN	TX	78741-7504
Grainger Branch	1400 Lomaland Dr.	EL PASO	TX	79935-5207
Grainger Branch	1251 Hall Court	DEER PARK	TX	77536-6558
Grainger Branch	4545 Darien St.	HOUSTON	TX	77028-5911
Grainger Branch	8200 Pinemont Dr.	HOUSTON	TX	77040-6500
Grainger Branch	1222 S Loop W	HOUSTON	TX	77054-4012
Grainger Branch	3900 Greenbriar Dr.	STAFFORD	TX	77477-3919
Grainger Branch	16741 North Freeway	HOUSTON	TX	77090-5105
Grainger Branch	6050 Southwest Freeway	HOUSTON	TX	77057-7514
Grainger Branch	2323 N. Frazier St	CONROE	TX	77303-1754
Grainger Branch	17010 Katy Fwy.	HOUSTON	TX	77094-1410
Grainger Branch	1408 W. Villa Maria Rd	BRYAN	TX	77801-4213
Grainger Branch	610 Gale St.	LAREDO	TX	78041-6005
Grainger Branch	1507 W. Cotton St.	LONGVIEW	TX	75604-5522
Grainger Branch	502 E. 40TH St.	LUBBOCK	TX	79404-2816
Grainger Branch	921 E. Pecan Blvd.	MCALLEN	TX	78501-5710
Grainger Branch	4110 S. County Rd. 1276	MIDLAND	TX	79706-3042
Grainger Branch	5011 Rittiman Rd.	SAN ANTONIO	TX	78218-4638
Grainger Branch	4924 NW Loop 410	SAN ANTONIO	TX	78229-5312
Grainger Branch	2775 S. 900 W.	SOUTH SALT LAKE CITY	UT	84119-2447
Grainger Branch	2958 South 1900 W.	OGDEN	UT	84401-3228
Grainger Branch	1401 Sewells Point Rd.	NORFOLK	VA	23502-2057

666

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	2424 Magnolia Court	RICHMOND	VA	23223-2332
Grainger Branch	2947 Gallows Rd.	FALLS CHURCH	VA	22042-1024
Grainger Branch	101 International Dr.	DULLES	VA	20166-9442
Grainger Branch	3306 W. Marie St.	PASCO	WA	99301-3899
Grainger Branch	2802 Pacific Hwy. E.	FIFE	WA	98424-1021
Grainger Branch	6141 4th Avenue S	SEATTLE	WA	98108
Grainger Branch	3013 Walnut St.	EVERETT	WA	98201-3846
Grainger Branch	5706 E. Broadway Ave.	SPOKANE VALLEY	WA	99212-0912
Grainger Branch	6725 S. Todd Blvd.	TUKWILA	WA	98188-4771
Grainger Branch	751 Morris Ave.	GREEN BAY	WI	54304-4558
Grainger Branch	600 N. Lynndale Dr.	APPLETON	WI	54914-3021

Location	Address	City	State	Zip Code
Grainger Branch	501 Atlas Ave.	MADISON	WI	53714-3107
Grainger Branch	5819 N. 117TH St.	MILWAUKEE	WI	53225-2245
Grainger Branch	N21 W23020 Watertown Rd.	WAUKESHA	WI	53188-1001
Grainger Branch	202 N. Jackson St.	MILWAUKEE	WI	53202-5903
Grainger Branch	3000 7TH Ave. W.	CHARLESTON	WV	25387-1731
Grainger Branch	440 3RD Ave.	HUNTINGTON	WV	25701-1305
Grainger Branch	1110 Wilkins Circle	CASPER	WY	82601-1331
Grainger Branch	105 Ave Conquistadores	Catano	Puerto Rico	962
Grainger Branch	Ave Algarrobos Edificio 4	Mayaguez	Puerto Rico	680
Grainger Branch	Calle E Lote 4 y 5	Caguas	Puerto Rico	725
Grainger Branch	1642 Suite 102	Ponce	Puerto Rico	717

Exhibit 07 – City of Tucson Business License

CITY OF
TUCSON

City of Tucson

Business License

Business Name and Mailing Address:

WW GRAINGER INC
100 GRAINGER PKWY
LAKE FOREST, IL 60045-5202

License Number: T1011332
Issue Date: January 23, 2023
Expiration Date: December 31, 2023

Owner:
WW GRAINGER INC

Doing Business As:
WW GRAINGER INC

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2023
Expiration Date: December 31, 2023

CITY OF
TUCSON

Non-Transferable

T1011332

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: WW GRAINGER INC

Located At: 3415 S DODGE BLVD TUCSON, AZ 85713-5434

Please refer to license number in all correspondence.

BY: _____
CFO/Assistant City Manager

Attachments for OMNIA Partners



Exhibit O01 – Grainger DUNS Report



This document is considered Confidential & Proprietary, Trade Secret protected.

Exhibit O02 – Grainger US Branch & DC Locations

Location	Address	City	State	Zip Code
Grainger DC	4700 Hamner Ave.	MIRA LOMA	CA	91752
Grainger DC	8001 Forshee Dr.	JACKSONVILLE	FL	32219
Grainger DC	701 Grainger Way	MINOOKA	IL	60447
Grainger DC	11200 E. 210 Hwy.	KANSAS CITY	MO	64161
Grainger DC	4300 Old Airways Rd.	SOUTHAVEN	MS	38671
Grainger DC	400 Bordentown Hedding Rd	BORDENTOWN	NJ	08505
Grainger DC	8211 Bavaria Dr E	MACEDONIA	OH	44056
Grainger DC	101 Southchase Blvd.	FOUNTAIN INN	SC	29644
Grainger DC	201 Freedom Dr.	ROANOKE	TX	76262
Grainger DC	95 S. Tejon St.	DENVER	CO	80223
Grainger DC	2450 Annapolis Lane N.	PLYMOUTH	MN	55441
Grainger DC	6725 S. Todd Blvd.	TUKWILA	WA	98188
Grainger DC	8701 Minor Lane	LOUISVILLE	KY	40219
Grainger DC	2710 Keystone Pacific Parkway	PATTERSON	CA	95363
Future DC		Gresham	OR	
Future DC		Houston	TX	
Bulk Warehouse	1051 Carson Ct	Easton	PA	18045
Bulk Warehouse	15350 North Beach St	Fort Worth	TX	76177
Bulk Warehouse		Pineville	NC	
Bulk Warehouse	6590 Pritchard Rd	Jacksonville	FL	32219
Bulk Warehouse	4130 Indian Ave	Los Angeles	CA	92571
Bulk Warehouse	3501 Corporate Dr	Joliet	IL	60431
Grainger Branch	6240 B St.	ANCHORAGE	AK	99518-1727
Grainger Branch	3735 First Ave. N.	BIRMINGHAM	AL	35222-1301
Grainger Branch	1912 Jordan Lane NW	HUNTSVILLE	AL	35816-1542
Grainger Branch	1241 Montlimar Dr.	MOBILE	AL	36609-1712
Grainger Branch	541 George Todd Dr.	MONTGOMERY	AL	36117-2233
Grainger Branch	3807 Planters Rd.	FT. SMITH	AR	72908-8461

Location	Address	City	State	Zip Code
Grainger Branch	6100 Murray St.	LITTLE ROCK	AR	72209-8528
Grainger Branch	1205 S. Old Missouri Rd.	SPRINGDALE	AR	72764-1152
Grainger Branch	960 N. 51st Ave	PHOENIX	AZ	85043-2625
Grainger Branch	2002 W. Rose Garden Lane	PHOENIX	AZ	85027-2620
Grainger Branch	4465 E. Broadway Rd.	PHOENIX	AZ	85040-8892
Grainger Branch	775 E Baseline Rd	GILBERT	AZ	85233-1203
Grainger Branch	3415 S. Dodge Blvd.	TUCSON	AZ	85713-5434
Grainger Branch	3900 Easton Dr.	BAKERSFIELD	CA	93309-1083
Grainger Branch	1335 Tuolumne St.	FRESNO	CA	93706-2017
Grainger Branch	9220 Hyssop Dr.	RANCHO CUCAMONGA	CA	91730-6108
Grainger Branch	1151 E. Columbia Ave.	RIVERSIDE	CA	92507-2113
Grainger Branch	310 E. Ball Rd.	ANAHEIM	CA	92805-6312
Grainger Branch	8930 Winnetka Ave.	NORTHRIDGE	CA	91324-3200
Grainger Branch	1050 W. Walnut St.	COMPTON	CA	90220-5112
Grainger Branch	101 S. Rice Ave.	OXNARD	CA	93030-7235
Grainger Branch	570 S. Alameda St.	LOS ANGELES	CA	90013-1726
Grainger Branch	10804 S. La Cienega Blvd.	INGLEWOOD	CA	90304-1113
Grainger Branch	10137 S. Norwalk Blvd..	SANTA FE SPRINGS	CA	90670-3325
Grainger Branch	1554 BROOKHOLLOW DR SUITE A	SANTA ANA	CA	92705-5508
Grainger Branch	444 Doolittle Dr.	SAN LEANDRO	CA	94577-1016
Grainger Branch	2288 Pike Ct.	CONCORD	CA	94520-1251
Grainger Branch	3691 Industrial Blvd.	WEST SACRAMENTO	CA	95691-3456
Grainger Branch	1334 Dayton St.	SALINAS	CA	93901-4416
Grainger Branch	1150 Bay Blvd.	CHULA VISTA	CA	91911-2601
Grainger Branch	1321 Linda Vista Dr.	SAN MARCOS	CA	92078-3804

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	8001 Raytheon Rd.	SAN DIEGO	CA	92111-1608
Grainger Branch	1360 Rollins Rd	BURLINGAME	CA	94010-2410
Grainger Branch	2261 Ringwood Ave.	SAN JOSE	CA	95131-1717
Grainger Branch	5760 Commerce Blvd.	ROHNERT PARK	CA	94928-1630
Grainger Branch	2501 Stagecoach Rd.	STOCKTON	CA	95215-7909
Grainger Branch	6412 Tupelo Dr. #G	CITRUS HEIGHTS	CA	95621-1773
Grainger Branch	12871 Western Ave., Suite A	GARDEN GROVE	CA	92841-4032
Grainger Branch	4885 Paris St.	DENVER	CO	80239-2811
Grainger Branch	4531 Innovation Dr.	FORT COLLINS	CO	80525-3406
Grainger Branch	610 Popes Bluff Trail	COLORADO SPRINGS	CO	80907-3512
Grainger Branch	95 S. Tejon St.	DENVER	CO	80223-1251
Grainger Branch	6935 Broadway	DENVER	CO	80221-2841
Grainger Branch	124 Universal Dr.	NORTH HAVEN	CT	06473-3630
Grainger Branch	75 Maxim Rd.	HARTFORD	CT	06114-1605
Grainger Branch	117 Quigley Blvd.	NEW CASTLE	DE	19720-4103
Grainger Branch	12431 Metro Pkwy.	FT. MYERS	FL	33966-1316
Grainger Branch	8450 Philips Hwy.	JACKSONVILLE	FL	32256-8206
Grainger Branch	2255 NW 89TH Place	DORAL	FL	33172-2428
Grainger Branch	2131 SW 2nd St. Bldg 8	POMPANO BEACH	FL	33069-3100
Grainger Branch	1800 N. Florida Mango Rd.	WEST PALM BEACH	FL	33409-6406
Grainger Branch	7200 NW 37TH Ave.	MIAMI	FL	33147-5838
Grainger Branch	2620 SW 17th Rd., Ste 300	OCALA	FL	34471-2096
Grainger Branch	4180 L B Mcleod Rd.	ORLANDO	FL	32811-5695
Grainger Branch	101 S. Wickham Rd.	WEST MELBOURNE	FL	32904-1131
Grainger Branch	3924 W. Pensacola St.	TALLAHASSEE	FL	32304-2838

Location	Address	City	State	Zip Code
Grainger Branch	12579 49TH St. N.	CLEARWATER	FL	33762-4313
Grainger Branch	6685 Whitfield Industrial Ave.	SARASOTA	FL	34243-4012
Grainger Branch	1820 Tampa East Blvd.	TAMPA	FL	33619-3052
Grainger Branch	4505 W. Hillsborough Ave	TAMPA	FL	33614-5441
Grainger Branch	631 S. Marietta Pkwy SE	MARIETTA	GA	30060-2748
Grainger Branch	6655 Crescent Dr	NORCROSS	GA	30071-2934
Grainger Branch	5300 Frontage Rd. Suite A-1	FOREST PARK	GA	30297-2516
Grainger Branch	1205 Commerce Rd.	ATHENS	GA	30607-1101
Grainger Branch	2048 Paul Walsh Dr.	MACON	GA	31206-3168
Grainger Branch	1721 Marietta Blvd. NW	ATLANTA	GA	30318-3646
Grainger Branch	1516 Gordon Hwy.	AUGUSTA	GA	30906-2006
Grainger Branch	1324 US Highway 80 W	GARDEN CITY	GA	31408-2547
Grainger Branch	2833 Paa Street	HONOLULU	HI	96819-4406
Grainger Branch	715 33RD Ave. SW	CEDAR RAPIDS	IA	52404-3924
Grainger Branch	961 E. 53RD St.	DAVENPORT	IA	52807-2633
Grainger Branch	1811 E. Sheridan Ave.	DES MOINES	IA	50316-1803
Grainger Branch	5576 Irving St.	BOISE	ID	83706-1216
Grainger Branch	2356 S Ashland Ave	CHICAGO	IL	60608-5304
Grainger Branch	2701 Ogden Ave.	DOWNERS GROVE	IL	60515-1704
Grainger Branch	8045 River Dr.	MORTON GROVE	IL	60053-2651
Grainger Branch	475 E. Algonquin Rd.	ARLINGTON HEIGHTS	IL	60005-4620
Grainger Branch	6001 W. 115TH St.	ALSIP	IL	60803-5152
Grainger Branch	6450 S. Austin Ave.	CHICAGO	IL	60638-5394
Grainger Branch	3240 Mannheim Rd.	FRANKLIN PARK	IL	60131-1532
Grainger Branch	2221 N. Elston Ave.	CHICAGO	IL	60614-2905

Location	Address	City	State	Zip Code
Grainger Branch	3585 Sunset Ave.	WAUKEGAN	IL	60087-3217
Grainger Branch	1017 SW Jefferson Ave.	PEORIA	IL	61605-3948
Grainger Branch	5862 Harrison Ave	ROCKFORD	IL	61108-8127
Grainger Branch	1701 Cline Ave.	GARY	IN	46406-2225
Grainger Branch	837 N. Congress Ave.	EVANSVILLE	IN	47715-2452
Grainger Branch	1819 W. 16TH St.	INDIANAPOLIS	IN	46202-2032
Grainger Branch	9210 Corporation Dr.	INDIANAPOLIS	IN	46256-1017
Grainger Branch	1750 Commerce Dr.	SOUTH BEND	IN	46628-1565
Grainger Branch	14790 W. 99TH St.	LENEXA	KS	66215-1109
Grainger Branch	1920 S. West St.	WICHITA	KS	67213-1108
Grainger Branch	1351 Georgetown Rd.	LEXINGTON	KY	40511-2503
Grainger Branch	1901 Plantside Dr.	LOUISVILLE	KY	40299-1919
Grainger Branch	1508 Eraste Landry Rd.	LAFAYETTE	LA	70506-1989
Grainger Branch	2502 S Cities Service Hwy	SULPHUR	LA	70663-6405
Grainger Branch	500 Thomas Rd.	WEST MONROE	LA	71292-9454
Grainger Branch	12455 Airline Highway	BATON ROUGE	LA	70817
Grainger Branch	9506 Ashland Rd	GONZALES	LA	70737-8097
Grainger Branch	825 Distributors Row	NEW ORLEANS	LA	70123-3209
Grainger Branch	601 S. Galvez St.	NEW ORLEANS	LA	70119-7517
Grainger Branch	5126 Hollywood Ave.	SHREVEPORT	LA	71109-7716
Grainger Branch	428 University Ave.	NORWOOD	MA	02062-2638
Grainger Branch	31 Cabot Rd.	WOBURN	MA	01801-1003
Grainger Branch	160 Broadway	EVERETT	MA	02149-2460
Grainger Branch	400 Arsenal St.	WATERTOWN	MA	02472-2805
Grainger Branch	790 Cottage St.	SPRINGFIELD	MA	01104-3221

Location	Address	City	State	Zip Code
Grainger Branch	10981 Guilford Rd.	ANNAPOLIS JUNCTION	MD	20701-1125
Grainger Branch	4748 Forbes Blvd.	LANHAM	MD	20706-4302
Grainger Branch	8820 Citation Road	BALTIMORE	MD	21221-3101
Grainger Branch	701 Dover Road	ROCKVILLE	MD	20850-1392
Grainger Branch	2100 Haines St.	BALTIMORE	MD	21230-3206
Grainger Branch	425 Warren Ave.	PORTLAND	ME	04103-1287
Grainger Branch	1587 E. Whitcomb Ave.	MADISON HEIGHTS	MI	48071-1415
Grainger Branch	6874 Middlebelt Rd.	ROMULUS	MI	48174-2041
Grainger Branch	23800 Haggerty Rd.	FARMINGTON HILLS	MI	48335-2617
Grainger Branch	25940 Groesbeck Hwy.	WARREN	MI	48089-4144
Grainger Branch	2915 Boardwalk St.	ANN ARBOR	MI	48104-6765
Grainger Branch	2711 Lapeer Rd.	FLINT	MI	48503-4354
Grainger Branch	1201 W. Lafayette Blvd.	DETROIT	MI	48226-3008
Grainger Branch	3803 Roger B Chaffee SE	GRAND RAPIDS	MI	49548-3437
Grainger Branch	2476 Azo Dr.	KALAMAZOO	MI	49048-9540
Grainger Branch	5617 Enterprise Dr.	LANSING	MI	48911-4194
Grainger Branch	220 W. Morley Dr.	SAGINAW	MI	48601-9464
Grainger Branch	201 E. 78TH St.	BLOOMINGTON	MN	55420-1249
Grainger Branch	345 Plato Blvd E Ste 120	ST. PAUL	MN	55107-1228
Grainger Branch	2450 Annapolis Lane N.	PLYMOUTH	MN	55441-3600
Grainger Branch	2300 E. 18TH St.	KANSAS CITY	MO	64127-2543
Grainger Branch	2227 Clark Ave.	ST. LOUIS	MO	63103-2539
Grainger Branch	2535 Metro Blvd.	MARYLAND HEIGHTS	MO	63043-2409
Grainger Branch	808 N. Cedarbrook Ave.	SPRINGFIELD	MO	65802-2522
Grainger Branch	3551 I-55 S.	JACKSON	MS	39212-4963

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	221 Moore Lane	BILLINGS	MT	59101-3418
Grainger Branch	834 Riverside Dr.	ASHEVILLE	NC	28804-3222
Grainger Branch	1440 Westinghouse Blvd Suite L	CHARLOTTE	NC	28273
Grainger Branch	1401 S. Mint St.	CHARLOTTE	NC	28203-4135
Grainger Branch	2506 Greengate Dr.	GREENSBORO	NC	27406-5241
Grainger Branch	4820 Signett Dr.	RALEIGH	NC	27616-2824
Grainger Branch	505 Covil Ave.	WILMINGTON	NC	28403-2652
Grainger Branch	3825 12TH Ave. N.	FARGO	ND	58102-2906
Grainger Branch	9345 J St.	OMAHA	NE	68127-1206
Grainger Branch	370 E. Industrial Park Dr.	MANCHESTER	NH	03109-5310
Grainger Branch	1001 Hadley Rd.	SOUTH PLAINFIELD	NJ	07080-1102
Grainger Branch	308 Allwood Rd.	CLIFTON	NJ	07012-1701
Grainger Branch	212 Industrial Way W.	EATONTOWN	NJ	07724-2206
Grainger Branch	560-596 Bercik St. Suite 1	ELIZABETH	NJ	7201
Grainger Branch	819 E Gate Dr.	MT. LAUREL	NJ	08054-1208
Grainger Branch	3901 Osuna Rd. NE	ALBUQUERQUE	NM	87109-4431
Grainger Branch	1201 San Juan Blvd.	FARMINGTON	NM	87401-2723
Grainger Branch	2401 Western Ave.	LAS VEGAS	NV	89102-4815
Grainger Branch	900 Packer Way	SPARKS	NV	89431-6441
Grainger Branch	35 Corporate Circle	ALBANY	NY	12203-5154
Grainger Branch	50 McKesson Pkwy.	BUFFALO	NY	14225-5116
Grainger Branch	58-45 Grand Ave.	MASPETH	NY	11378-3230
Grainger Branch	1 Park Dr.	MELVILLE	NY	11747-3035
Grainger Branch	505 Saw Mill River Rd.	ELMSFORD	NY	10523-1009

Location	Address	City	State	Zip Code
Grainger Branch	199 Orville Dr.	BOHEMIA	NY	11716-2515
Grainger Branch	815 3rd Ave.	BROOKLYN	NY	11232-1511
Grainger Branch	1999 Mt. Read Blvd.	ROCHESTER	NY	14615-3700
Grainger Branch	430 W. Metro Park	ROCHESTER	NY	14623-2619
Grainger Branch	6285 E. Molloy Rd.	EAST SYRACUSE	NY	13057-1037
Grainger Branch	4420 Glendale Milford Rd.	CINCINNATI	OH	45242-3708
Grainger Branch	939 W. 8th St.	CINCINNATI	OH	45203-1131
Grainger Branch	1035 Valley Belt Rd.	BROOKLYN HEIGHTS	OH	44131-1432
Grainger Branch	420 Kennedy Rd.	AKRON	OH	44305-4424
Grainger Branch	1721 6TH St. SW	CANTON	OH	44706-1203
Grainger Branch	3640 Interchange Rd.	COLUMBUS	OH	43204-1434
Grainger Branch	6999 Huntley Rd. Suite A	COLUMBUS	OH	43229-1031
Grainger Branch	8700 LeSaint Drive	FAIRFIELD	OH	45014-2260
Grainger Branch	2321 Needmore Road	DAYTON	OH	45414-4147
Grainger Branch	1300 Third St.	PERRYSBURG	OH	43551-4349
Grainger Branch	360 Victoria Rd.	YOUNGSTOWN	OH	44515-2026
Grainger Branch	4314 Will Rogers Pkwy.	OKLAHOMA CITY	OK	73108-1864
Grainger Branch	10707 E. Pine St.	TULSA	OK	74116-1547
Grainger Branch	6335 N. Basin Ave.	PORTLAND	OR	97217-3915
Grainger Branch	2011 Avenue C	BETHLEHEM	PA	18017-2117
Grainger Branch	415 W. 12TH St.	ERIE	PA	16501-1505
Grainger Branch	4320 Lewis Rd.	HARRISBURG	PA	17111-2538
Grainger Branch	10401 Drummond Rd.	PHILADELPHIA	PA	19154-3805
Grainger Branch	1530 Delmar Dr.	FOLCROFT	PA	19032-2102

Location	Address	City	State	Zip Code
Grainger Branch	401 N. 8TH St.	PHILADELPHIA	PA	19123-3902
Grainger Branch	201 RIDC Park West Dr. AIRPORT LOCATION	PITTSBURGH	PA	15275-1003
Grainger Branch	3150 Liberty Ave.	PITTSBURGH	PA	15201-1416
Grainger Branch	78 Jefferson Blvd.	WARWICK	RI	02888-1064
Grainger Branch	7401 Pepperdam Ave.	NORTH CHARLESTON	SC	29418-8434
Grainger Branch	550 Chris Dr.	WEST COLUMBIA	SC	29169-4669
Grainger Branch	730 Congaree Rd.	GREENVILLE	SC	29607-3598
Grainger Branch	500 E. 50TH St. N.	SIOUX FALLS	SD	57104-0631
Grainger Branch	902 Creekside Rd.	CHATTANOOGA	TN	37406-1053
Grainger Branch	6500 Baum Dr.	KNOXVILLE	TN	37919-7309
Grainger Branch	1901 Nonconnah Blvd.	MEMPHIS	TN	38132-2106
Grainger Branch	1938 Elm Tree Dr.	NASHVILLE	TN	37210-3718
Grainger Branch	1021 Dr. M.L.K. Jr Blvd.	NASHVILLE	TN	37203-5741
Grainger Branch	5807 Canyon Dr.	AMARILLO	TX	79110-3026
Grainger Branch	7950 Research Blvd. Ste 101	AUSTIN	TX	78758-8425
Grainger Branch	125 Sawyer St.	BEAUMONT	TX	77702-2216
Grainger Branch	430 Sun Belt Dr.	CORPUS CHRISTI	TX	78408-2411
Grainger Branch	322 West Main Suites 120 & 140	KENEDY	TX	78119
Grainger Branch	2251 E. Division St. Ste A	ARLINGTON	TX	76011-6619
Grainger Branch	1305 N. Interstate 35E	CARROLLTON	TX	75006-8628
Grainger Branch	300 W. Vickery Blvd	FORT WORTH	TX	76104-1201
Grainger Branch	8321 John W Carpenter Fwy	DALLAS	TX	75247
Grainger Branch	5000 Northeast Pkwy.	FORT WORTH	TX	76106-1819
Grainger Branch	2701 W. Kingsley Rd.	GARLAND	TX	75041-2406

Location	Address	City	State	Zip Code
Grainger Branch	6901 Imperial Dr.	WACO	TX	76712-6813
Grainger Branch	4242 Platinum Way	DALLAS	TX	75237-1618
Grainger Branch	2601 E. Plano Pkwy.	PLANO	TX	75074-7416
Grainger Branch	6006 E. Ben White Blvd., Suite 500	AUSTIN	TX	78741-7504
Grainger Branch	1400 Lomaland Dr.	EL PASO	TX	79935-5207
Grainger Branch	1251 Hall Court	DEER PARK	TX	77536-6558
Grainger Branch	4545 Darien St.	HOUSTON	TX	77028-5911
Grainger Branch	8200 Pinemont Dr.	HOUSTON	TX	77040-6500
Grainger Branch	1222 S Loop W	HOUSTON	TX	77054-4012
Grainger Branch	3900 Greenbriar Dr.	STAFFORD	TX	77477-3919
Grainger Branch	16741 North Freeway	HOUSTON	TX	77090-5105
Grainger Branch	6050 Southwest Freeway	HOUSTON	TX	77057-7514
Grainger Branch	2323 N. Frazier St	CONROE	TX	77303-1754
Grainger Branch	17010 Katy Fwy.	HOUSTON	TX	77094-1410
Grainger Branch	1408 W. Villa Maria Rd	BRYAN	TX	77801-4213
Grainger Branch	610 Gale St.	LAREDO	TX	78041-6005
Grainger Branch	1507 W. Cotton St.	LONGVIEW	TX	75604-5522
Grainger Branch	502 E. 40TH St.	LUBBOCK	TX	79404-2816
Grainger Branch	921 E. Pecan Blvd.	MCALLEN	TX	78501-5710
Grainger Branch	4110 S. County Rd. 1276	MIDLAND	TX	79706-3042
Grainger Branch	5011 Rittiman Rd.	SAN ANTONIO	TX	78218-4638
Grainger Branch	4924 NW Loop 410	SAN ANTONIO	TX	78229-5312
Grainger Branch	2775 S. 900 W.	SOUTH SALT LAKE CITY	UT	84119-2447
Grainger Branch	2958 South 1900 W.	OGDEN	UT	84401-3228
Grainger Branch	1401 Sewells Point Rd.	NORFOLK	VA	23502-2057

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	2424 Magnolia Court	RICHMOND	VA	23223-2332
Grainger Branch	2947 Gallows Rd.	FALLS CHURCH	VA	22042-1024
Grainger Branch	101 International Dr.	DULLES	VA	20166-9442
Grainger Branch	3306 W. Marie St.	PASCO	WA	99301-3899
Grainger Branch	2802 Pacific Hwy. E.	FIFE	WA	98424-1021
Grainger Branch	6141 4th Avenue S	SEATTLE	WA	98108
Grainger Branch	3013 Walnut St.	EVERETT	WA	98201-3846
Grainger Branch	5706 E. Broadway Ave.	SPOKANE VALLEY	WA	99212-0912
Grainger Branch	6725 S. Todd Blvd.	TUKWILA	WA	98188-4771
Grainger Branch	751 Morris Ave.	GREEN BAY	WI	54304-4558
Grainger Branch	600 N. Lynndale Dr.	APPLETON	WI	54914-3021

Location	Address	City	State	Zip Code
Grainger Branch	501 Atlas Ave.	MADISON	WI	53714-3107
Grainger Branch	5819 N. 117TH St.	MILWAUKEE	WI	53225-2245
Grainger Branch	N21 W23020 Watertown Rd.	WAUKESHA	WI	53188-1001
Grainger Branch	202 N. Jackson St.	MILWAUKEE	WI	53202-5903
Grainger Branch	3000 7TH Ave. W.	CHARLESTON	WV	25387-1731
Grainger Branch	440 3RD Ave.	HUNTINGTON	WV	25701-1305
Grainger Branch	1110 Wilkins Circle	CASPER	WY	82601-1331
Grainger Branch	105 Ave Conquistadores	Catano	Puerto Rico	962
Grainger Branch	Ave Algarrobos Edificio 4	Mayaguez	Puerto Rico	680
Grainger Branch	Calle E Lote 4 y 5	Caguas	Puerto Rico	725
Grainger Branch	1642 Suite 102	Ponce	Puerto Rico	717

Exhibit O03 – NJ Employee Infor Report Certificate



Certification 4424

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2021 to 15-DEC-2024

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045 5201

ELIZABETH MAHER MUOIO
State Treasurer

CITY OF TUCSON

4. RFP 240078

CITY OF TUCSON

REQUEST FOR PROPOSAL

240078

MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, AND MATERIALS

Due Date: Thursday, March 28, 2024

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/62080

PUBLISH DATE: February 7, 2024

Attachments:
A - OFFER_AND_ACCEPTANCE_RFP
E - RFP 240078_Attachment E_OMNIA_Final
G - FTA TERMS AND CONDITIONS
H - 240078, Attachment H, Price Page

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240078

TITLE: Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

SUBMITTAL DUE DATE: Thursday, March 28, 2024 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Tuesday, February 20, 2024

TIME: 10:00 am LOCAL AZ TIME

LOCATION: MICROSOFT TEAMS VIRTUAL MEETING

Meeting ID: 245 258 888 266
Passcode: S5V3ke

Or call in (audio only)
+1 213-293-2303,,535442474# United States, Los Angeles
Phone Conference ID: 535 442 474#

QUESTIONS SHALL BE DIRECTED TO: Matthew Sage
(520) 837-4081
matthew.sage@tucsonaz.gov

Posted Date: Wednesday, February 7, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson is requesting proposals from qualified and experienced firms to provide **MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES**. The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products and services for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials and related services.

B.2. Contact Information

Matthew Sage
Procurement Manager
Email: matthew.sage@tucsonaz.gov
Phone: (520) 837-4081
Department:
Business Services

B.3. Timeline

Release Project Date	February 7, 2024
Pre-Proposal Meeting (Mandatory)	February 20, 2024, 10:00amhttps://teams.microsoft.com/l/meetup-join/19%3ameeting_ODc2OWYzYmQtZGIyNi00YWY2LTIjMjYtYTMyZWY1NjhhYjA2%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%221dce1b86-387e-4e62-b197-798ed1fc7c55%22%7d
Question Submission Deadline	March 7, 2024, 4:00pm
Proposal Submission Deadline	March 28, 2024, 2:00pm

C. SCOPE OF WORK

C.1. General Requirements

A. **GENERAL REQUIREMENTS**

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
   a. Have a strong national presence in the MRO supply industry.
   b. Have a distribution model capable of delivering products nationwide.
   c. Have a demonstrated sales presence.
   d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
   e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. The Contractor should be able to provide a usage report by department. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold, and total spend by department, division, ordering entity, etc.
3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. To be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY**: For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.
6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.
7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also

guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

B. **PRODUCT REQUIREMENTS:**

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.
   a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
   b. **Electrical Supplies –** Distribution, controls, wire, cable, voice & data and supplies.
   c. **Lighting –** Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
   d. **Tools –** Hand, power, outdoor and automotive tools and tool storage.
   e. **Measuring Tools & Test Instruments –** Calipers, gauges, inspection, micrometers and multimeters.
   f. **Pneumatic –** Pneumatic tools and system components, air compressors and hydraulics.
   g. **Machining and Cutting Tools –** Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
   h. **Material Handling, Storage and Packaging –** Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
   i. **Welding –** Welding equipment and supplies.
   j. **Fasteners and Adhesives –** Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
   k. **Lubricants, Sealants and Paint -** Grease, oil, penetrates sealants, caulk and paint.
   l. **Safety and Security Supplies –** Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
   m. **Cleaning Equipment and Supplies –** Chemicals, equipment, restroom, paper, waste containers, cleaning.
   n. **HVAC Supplies –** Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
   o. **Pumps and Plumbing –** Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
   p. **Emergency Preparedness –** Sandbags, first-aid supplies, disaster recovery products etc.
   q. Other Categories
2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing

purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
4. **PRICING:** Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
6. **COMPLETE PRODUCT OFFERING/BALANCE OF LINE**: Each Contractor awarded an item under this solicitation may offer their complete product and service offering/balance of line.

C. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to, the following.

1. **Sourcing:**
   a. from non-catalog suppliers,
   b. of line card extensions of catalog suppliers,
   c. for custom products, and
   d. or OEM repair parts and accessories.
2. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.
3. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.
4. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines.
5. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
6. **Green/Sustainability Program:**

a. Policies: Efforts and policies pertaining to green and sustainability.
b. Products: Impact on product offerings.
c. Distribution: Impact in distribution.
d. Recycling of Lamps: The ability to recycle lighting and electronic products.
e. Lighting and Energy Audits: The ability to perform lighting and energy audits.
f. Certifications: The industry recognized certifications and standards obtained.

7. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
8. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
9. **Consulting Services:** Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.
10. **Other Services:** Other value-add services not included in above categories.

C.2. National Cooperative Contract - OMNIA Partners

The City of Tucson, AZ, as the Principal Procurement Agency, defined in **ATTACHMENT E**, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on **ATTACHMENT E**, or as otherwise agreed to. **ATTACHMENT E** contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the

Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents **(ATTACHMENT E).**

Although the scope of work reflects the needs and requirements of the City of Tucson, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive product line nationally. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The City of Tucson anticipates spending approximately $4 million over the full potential Master Agreement term for MRO Supplies and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of MRO Supplies and Related Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $250 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at https://procurement.opengov.com/portalucson-az and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."

C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.

D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.

F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: https://procurement.opengov.com/portalucson-az.

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.

C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at https://procurement.opengov.com/portalucson-az.

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.

B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

A. Waive any immaterial defect or informality; or

B. Reject any or all submittals, or portions thereof; or

C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at https://procurement.opengov.com/portalucson-az/contracts

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. The solicitation or Contract number;

D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Method of Approach** A. **Method of Approach** 1. **Provide a response to the national program** a. Include a detailed response to Attachment F, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. b. The successful offeror will be required to sign Attachment F, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement. c. The successful offeror will be required to fill out Exhibit F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response. d. Describe and provide an example of any additional agreements that may be required for Participating Public Agencies.	N/A	N/A

	2. **Product** a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information: i. Identification and description of product categories offered ii. Identification and description of sub categories iii. Identification and description of manufacturers within each sub category b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses? c. How are green products identified in your catalog? Online ordering? d. Do you offer "Private Line" products? Please describe. e. Submit all information that will aid the City in evaluating your proposal 3. **Services** a. Provide a detailed written response illustrating how the services offered will meet the requirements of		

	this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as: i. Policies and programs detailing your efforts in these areas. ii. Literature explaining your capabilities. iii. Submit all information that will aid the City in evaluating your proposal. b. Describe how you will roll out your program to City of Tucson staff. Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc. c. Describe how you will develop and maintain relationships with key department end users to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc. d. Describe your sales and reporting capabilities. What level of detail is available? 4. **Ordering and Invoices** a. Describe your ordering capacity (retail locations, telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing,		

	on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc. b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices. c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved. d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders? e. If providing for retail location purchases, describe how agencies choosing to pick up products at a retail location will receive the correct contract pricing. f. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order. 5. **Other/Value Add** a. Describe any government rebate or		

	government incentive programs applicable b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report. c. Please include any value-added services that have not been listed in the scope of work. Services could include, but not limited to, safety shoe program, additional inventory management, emergency preparedness services, safety glove programs etc.		

2.	**Price Proposal** A. **Price Proposal** 1. Provide a price proposal as requested on the Attachment H – Price Page Core Lists a. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet, on a variety of products to agencies nationwide. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be provided to all Participating Agencies. b. Functional Alternatives – Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies. i. Using Attachment H, Price Page, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally. ii. Using Attachment H, Price Page, complete the Category Discount page listing the percentage off discount price for each category provided.	N/A	N/A

	iii. How often does the Offeror propose to update this list? Are there certain products that should be updated more frequently than others? c. Customized Core List by Agency, individual local and state departments, and regional core lists– In addition to the National Core List, Offerors may provide customized core lists to agencies. i. Describe Offeror's ability to provide customized core lists to agencies; ii. The number of items Offeror proposes to provide on a customized core list: iii. How often does the Offeror propose to update customized core lists iv. Describe any agency size or volume limitations. v. Seasonal or Special Pricing: Describe any programs offered to promote special pricing to Participating Agencies. 2. Describe how services proposed will be priced. 3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal		

	solution(s) that would provide Participating Public Agencies with the best pricing including freight costs. 4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc. 5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies. 6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc. 7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount. 8. Provide proposed Payment Terms.		

3.	**Qualifications & Experience** A. **Qualifications and Experience** 1. Provide a brief history and description of your company. 2. Provide a statement of your annual sales for the past 3 years. 3. Highlight experience and strong national presence in the MRO industry. 4. Provide the total number and location of sales persons employed by your firm. 5. Number and location of support centers (if applicable). 6. Describe the qualifications of your sales personnel and technicians. 7. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement. 8. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person. 9. Please submit any additional information that you feel is applicable to your qualifications and experience.	N/A	N/A

G. SPECIAL TERMS AND CONDITIONS

G.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on “Cooperatives” for a list of agencies that have Cooperative Purchasing Agreements with the City; see http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

G.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.3. FEDERAL TRANSIT ADMINISRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications".

G.4. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

G.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional one-year periods or portions thereof.

The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, please reference OMNIA Partners Attachment F, Exhibit A, 1.4 Award Basis, 2nd paragraph.

G.6. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS

The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

G.7. SUBCONTRACTORS

No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

G.8. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR

In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

A. Each Occurrence: $1,000,000
B. General Aggregate: $2,000,000
C. Products & Completed Operations Aggregate: $2,000,000
D. Personal and Advertising Injury: $1,000,000
E. Blanket Contractual Liability: $1,000,000

H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than $1,000,000.

H.4. Worker's Compensation

Policy must have coverage limits no lower than:

A. Per Occurrence: Statutory
B. Employer's Liability: $1,000,000
C. Disease Each Employee: $1,000,000
D. Disease Policy Limit: $1,000,000
E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.6. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.7. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.8. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The policy is primary and any insurance carried by the City is excess and not contributing.

C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.9. Verification of Coverage

A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.

C. The certificates must contain the City project/contract number and project description.

D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H.10. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.11. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.12. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. Cooperative Purchasing Program

Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ Yes
☐ No

If yes, state percentage.

J.3. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

City of Tucson Business License

If yes on the above question please upload your business license.

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

A. Technical Proposal
B. Pricing Proposal
C. Offer and Acceptance Form

Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

Pricing Proposal*

Please upload your Pricing Proposal (if applicable).

*Response required

[redacted]Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

Printed Name

_____
Title

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20_____

_____
As Tucson City Attorney and not personally personally

Awarded:

This _____ day of _____ 20_____

_____
As Director of Business Services and not

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $250 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed the five years. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

---

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

---

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems

appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

a. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.

b. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.

c. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

d. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

e. For prime contracts in excess of $100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their

regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

f. Any contracts or subcontracts in excess of $2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.

g. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its

subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

   a. The name, address, and telephone number, including FAX number if available, of the protestor;

   b. The signature of the protestor or authorized representative;

   c. Identification of the contract/solicitation;

   d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

   a. The items to be procured are urgently required;

   b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.

   b. Identify the grantee, project number, and the number of the contract solicitation.

   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

      Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

Version June 28, 2023

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Printed Name of Authorized Agent *Signature of Authorized Agent*

_____ _____

Title *Date*

_____

Company Name

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature _____ Date _____

Version June 28, 2023

Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states / districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR

CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT

KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR

CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR

EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR

MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR

NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR

WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT

SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS, AND CERTIFICATIONS

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS AND CERTIFICATIONS

Requirements/Conditions For All FTA Assisted Contracts:

Federal Disclaimer to Third Parties
Program Fraud and False or Fraudulent Statements and Related Acts
Access to Third Party Contract Records
Prohibitions Against Exclusionary or Discriminatory Specifications
Changes to Federal Requirements
Termination Provisons (Contracts exceeding $10,000)
Civil Rights Requirements
Requirements for Disadvantaged Business Enterprises (DBEs)
Incorporation of FTA Terms

Requirements for Contracts Exceeding $25,000 Threshold:

Debarment and Suspension Requirements

Requirements for Contracts Exceeding Small Purchase Threshold ($100,000):

Report, record retention, and access provisions
Buy America requirements
Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation
Lobbying Requirements
Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)
Clean Water Requirements
Clean Air Requirements

Cargo Preference

Acquisition of Property Shipped by Ocean Vessel
Acquisition of Property Shipped by Air (Fly America)

Construction Activities:

Equal Employment Opportunity (Except for supplies/raw materials)
Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)
Davis Bacon Act (for contracts exceeding $2,000)
Contract Work Hours & Safety Standards Act (contracts exceeding $100,000)
Copeland Anti-Kickback Act (for all construction contracts)
Siesmic Safety (for new buildings/additions only)

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operiational contracts (excluding transportation services) in excess of $100,000

Transit Operations

Transit Employee Protective Arrangements
Charter Service Operation
School Bus Operations
Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Planning, Research, Development and Demonstration Projects

- Patent Rights Requirements
- Rights in data and copyrights requirements

Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

- Bus Testing
- Pre-Award and Post-Delivery Audit Requirements

Miscellaneous Special Requirements

- Environmental Protection
- Energy Conservation Requirements
- Metric System Requirements
- National ITS Architecture
- Requirements for Recycled Products (for items designated by EPA)
- Seat Belt Use
- Text Messaging While Driving

Federal Davis-Bacon Wage Rates

- (If Applicable)

Certifications

- Buy America
- Transit Vehicle Manufacturer's DBE Certification
- Lobbying
- Bus Testing Requirements

Protest Procedures For Federal Transit Administration Funded Projects

- Sun Tran Protest Procedures For Federal Transit Administration (FTA) Funded Projects

Requirements/Conditions For All FTA Assisted Contracts

This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between Sun Tran and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by Sun Tran. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

Federal Disclaimer to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records *(Form FTA Master Agreement MA (18) dated October 1, 2011)*

All contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, Sun Tran agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement *(Form FTA MA (18) dated October, 2011 between Sun Tran and FTA)*, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1F

1. **Termination for Convenience (General Provision):** Sun Tran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran to be paid the Contractor. If the Contractor has any property in its possession belonging to Sun Tran, the Contractor will account for the same, and dispose of it in the manner Sun Tran directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Sun Tran may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by Sun Tran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Sun Tran, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** Sun Tran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Sun Tran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from Sun Tran setting forth the nature of said breach or default, Sun Tran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Sun Tran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that Sun Tran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Sun Tran shall not limit Sun Tran's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Convenience (Professional or Transit Service Contracts):** Sun Tran, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Sun Tran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Sun Tran, protect and preserve the goods until surrendered to Sun Tran or its agent. The Contractor and Sun Tran shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Sun Tran may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Sun Tran resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Sun Tran in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Sun Tran, acts of another Contractor in the performance of a contract with Sun Tran, epidemics, quarantine restrictions, strikes, freight embargoes; and

b. the contractor, within ten [10] days from the beginning of any delay, notifies Sun Tran in writing of the causes of delay. If in the judgment of Sun Tran, the delay is excusable, the time for completing the work shall be extended. The judgment of Sun Tran shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Sun Tran.

9. **Termination for Convenience or Default (Architect and Engineering):** Sun Tran may terminate this contract in whole or in part, for Sun Tran's convenience or because of the failure of the Contractor to fulfill the contract obligations. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Sun Tran, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Sun Tran may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by Sun Tran.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

10. **Termination for Convenience or Default (Cost-Type Contracts):** Sun Tran may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Sun Tran or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Sun Tran, or property supplied to the Contractor by Sun Tran. If the termination is for default, Sun Tran may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Sun Tran, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Sun Tran determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Sun Tran, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42

U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

    a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 26

1. The Federal Fiscal Year goal has been set by Sun Tran in an attempt to match projected procurements with available qualified disadvantaged businesses. Sun Tran goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Sun Tran as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Legal Documents and Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a. Policy - It is the policy of the Department of Transportation and Sun Tran that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

   The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any such other remedy as the recipient deems appropriate.

   It is further the policy of Sun Tran to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Sun Tran procurement activities are encouraged.

b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the contractor noncompliant and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Sun Tran DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Sun Tran and will be submitted to Sun Tran upon request.

e. Sun Tran will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

   * Identification of qualified DBE

   * Available listing of Minority Assistance Agencies

   * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

a. Disadvantaged business "means a small business concern":

i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

c. “Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

3. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by Sun Tran to the prime contractor. If applicable, the Prime contractor is to pay all retainage owed to the DBE subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the prime contractor as required by Sun Tran. Sun Tran will continue to hold full retainage as provided for under the Arizona Revised Statutes. Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to Sun Tran Office of Equal Opportunity Programs Director,

201 N. Stone Ave., 3rd Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project.

Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Sun Tran's requests which would cause Sun Tran to be in violation of the FTA terms and conditions.

Requirements for Contracts Exceeding $25,000

Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549

Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over $25,000).

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at http://epls.gov/ before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

Requirements for Contracts Exceeding $100,000

Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of $100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Sun Tran. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of Sun Tran. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of Sun Tran shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute

Unless otherwise directed by Sun Tran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Sun Tran and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Sun Tran is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Sun Tran, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Sun Tran.

Bonding Requirements for Construction Activities; may be imposed for non-construction activities

Refer to the Special Terms & Conditions of this Solicitation for

Bid Bond Requirements (Construction)
Performance and Payment Bonding Requirements (Construction)
Performance and Payment Bonding Requirements (Non-Construction)
Advance Payment Bonding Requirements
Patent Infringement Bonding Requirements (Patent Indemnity)
Warranty of the Work and Maintenance Bonds

Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Cargo Preference

Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381

Acquisition of Property Shipped by Ocean Vessel:
Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Acquisition of Property Shipped by Air (Fly America):

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Construction Activities

Equal Employment Opportunity (Does not apply for supplies/raw materials procurements)

Equal Employment Opportunity

All construction contracts in excess of $10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). The following clauses shall be included:

Nondiscrimination

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor and the FTA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Federal or Federally assisted contracts in accordance with procedures authorized in Executive No. Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (a) through (g) of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if a contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Specifications

The following clauses must also be included in all construction contracts and subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.3:

"Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order No. 11246):

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer Identification Number" means the federal social security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      i. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a hometown plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order No. 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of the contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraphs (7)(a) through (p) of these specifications, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order No. 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No. 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No. 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)."

Notice

Contractor agrees to include the following notice in all construction subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.2:

"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. a. The goals and the timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	Insert Goals for Each Year	Insert Goals for Each Year

b. These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and nonfederally involved construction.

c. The contractor's compliance with the Executive Order and the regulations at 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth at 41 C.F.R. Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is miscellaneous sites within the city limits of Tucson, Pima County, State of Arizona."

Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)

Davis Bacon Act - 40 USC §§ 3142(a), 29 CFR § 5.5(a)

Copeland Anti-Kickback Act - 18 U.S.C. § 874, 29 C.F.R. § 3, 29 C.F.R. § 5.5(a)(1) through (10)

Contract Work Hours & Safety Standards Act - 40 U.S.C. §3701, 29 C.F.R. § 5.5(b)

Federal Labor Standards Provision

[Code of Federal Regulations]
[Title 29, Volume 1, Parts 0 to 99]
[Revised as of July 1, 1998]
From the U.S. Government Printing Office via GPO Access
(http://www.access.gpo.gov/nara/cfr/index.html)
[CITE: 29CFR5.5]

[Page 110-116]

TITLE 29--LABOR

PART 5--LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Subpart A--Davis-Bacon and Related Acts Provisions and Procedures

Sec. 5.5 Contract provisions and related matters.

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards

of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the
classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Sun Tran may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Sun Tran for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department

of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to
each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO CALLED “ANTI-KICKBACK ACT” AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR. UNITD STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(June 25, 1948, ch. 645, 62 Stat. 740; Pub. L. 103-322, title XXXIII, Sec. 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

TITLE 29 – LABOR

Subtitle A - Office of Secretary of Labor

PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec. 3.1 Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways,

parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping.
Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or
subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is

To be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Siesmic Safety - 42 U.S.C. 7701 et seq. 49, CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The

contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.,* in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

Transit Operations

Transit Employee Protective Arrangements - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Charter Service Operation - 49 U.S.C. 5323(d), 49 CFR Part 604

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operation - 49 U.S.C. 5323(f) or (g), 49 CFR Part 605

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations - 49 U.S.C. §5331, 49 CFR Part 655

The contractor agrees to establish an anti-drug use and alcohol misuse program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or Sun Tran, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the contractor's testing process. The contractor agrees further to certify annually its compliance with Part 655 thirty days before July 1st of each year and to submit the Management Information System (MIS) reports thirty days before March 15 each year to John Zukas, Transit Services Coordinator, P.O. Box 27210 Tucson, AZ 85726.

If the Contractor performs functions under the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the contractor must comply with such applicable regulations. The Contractor's Drug Free Workplace Policy and the Contractor's Drug and Alcohol Policy/Program must clearly delineate the Contractor's responsibilities under their own Company policy, the FHWA's regulations, and the FTA's regulations respectively.

Privacy Act - 5 U.S.C. 552

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Planning, Research, Development and Demonstration Projects

Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

Bus Testing - 49 U.S.C. 5323(c), 49 CFR Part 665

The Contractor or Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to Sun Tran at a point in the procurement process specified by Sun Tran which will be prior to Sun Tran's final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to Sun Tran prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of Sun Tran of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audit Requirements - 49 U.S.C. 5323, 49 CFR Part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists:

    a. component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and;
    b. the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

    a. manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

    b. manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Miscellaneous Special Requirements

Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, Sun Tran agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Sun Tran agrees to accept products and services with dimensions expressed in the metric system of measurement.

National ITS Architecture

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Recycled Products (for items designated by the EPA)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

Text Messaging While Driving

In accordance with Executive Order No. 13513,Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not

include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Federal Davis-Bacon Wage Rates

The Federal Wage Rates applicable to this Contract are set forth in the following Document.

INSERT MOST RECENT WAGE DECISION INFORMATION HERE

Certifications

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature_____

Company Name_____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BUY AMERICA CERTIFICATION

CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

TRANSIT VEHICLE MANUFACTURER'S DBE CERTIFICATION
Certificate of Compliance with 49 CFR part 26.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF TRANSIT VEHICLES ONLY
(To be submitted with all bids or offers for transit vehicles)
(To be signed and submitted by the manufacturer of the product offered)

This procurement is subject to the provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid that does not include the certification must be rejected as non-responsive and not considered for evaluation and award.

I hereby certify that the offeror has complied with the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have been approved, or not disapproved, by the Federal Transit Administration.

_____ Name of Offeror

_____ Signature of the Offeror's Authorized Official

_____ Name and Title of the Offeror's Authorized Official

_____ Date

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000)
(To be submitted by the bidder/offeror)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(Pertains only to the acquisition of Turnkey Rolling Stock over $100,000))
(To be signed and submitted by the manufacturer of the product offered)

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Protest Procedures For Federal Transit Administration Funded Projects

City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.

2. A protest shall include:

   A. The name, address, and telephone number, including FAX number if available, of the protestor;

   B. The signature of the protestor or authorized representative;

   C. Identification of the contract/solicitation;

   D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   E. The form of relief requested.

3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7. The City may proceed with a procurement when a protest is pending if the City determines that:

   A. The items to be procured are urgently required;

   B. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8. FTA will only entertain a protest that alleges:

   1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

A. Include the name and address of the protestor.

B. Identify the grantee, project number, and the number of the contract solicitation.

C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

CITY OF TUCSON

Contract No. 240078 - 01

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

Vendor: W.W. Grainger, Inc.

Table of Contents

1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
2. City's Intent to Negotiate/BAFO Request
3. Vendor's Response to RFP No. 240078
4. RFP No. 240078
5. Insurance

CITY OF TUCSON

5. Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Specialty Insurance Co	37885
INSURER B:	Greenwich Insurance Company	22322
INSURER C:	National Fire & Marine Ins Co	20079
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
W.W. Grainger, Inc. and its subsidiaries, affiliates and divisions (see attached addendum for Named Insureds)
100 Grainger Parkway
Lake Forest IL 60045 USA

COVERAGES **CERTIFICATE NUMBER:** 570108143953 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	RGD3001890	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$10,000,000 $10,000,000 Excluded $10,000,000 $10,000,000 $10,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	RAD9438255	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION			42RLO32612002 SIR applies per policy terms & conditions	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE Products/Completed O	$10,000,000 $10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWD3001887 AOS	01/01/2024	01/01/2025	X PER STATUTE OTH-ER	
A			Y	RWR3001888 DE & WI	01/01/2024	01/01/2025	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Excess Workers Compensation			RWE9435541 OH & WA SIR applies per policy terms & conditions	01/01/2024	01/01/2025	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP/Contract No. 240078-01, Maintenance Repair and Operations (MRO) Supplies, Part, Equipment, MAterials and Related Services, City Hall, 255 W. Alameda, 1st Floor, Conference Room, Tucson, AZ 85701. The Certificate holder is included as Additional Insured per attached CG 20 26 12 19 and CA 20 48 10 13 with respect to General Liability policy and Auto Liability coverage, where required by written contract. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions, where required by written contract. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies, where required by written contract.

CERTIFICATE HOLDER

City of Tucson
Attn: Matt Sage
255 W. Alameda, 6th Floor
Tucson AZ 85701 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : AGCEHI

Certificate No : 570108143953

©1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 10768055

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	W.W. Grainger, Inc. and its
POLICY NUMBER	
See Certificate Number: 570108143953	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570108143953	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds

including Zoro Tools, Inc. and Fabory U.S.A., Ltd.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: W.W. Grainger, Inc.

Endorsement Effective Date: January 1, 2024

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

 © Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: W.W. Grainger, Inc.
Endorsement Effective Date: January 1, 2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
W.W. Grainger, Inc.
Insurance Company
XL Specialty Insurance Company
.

Policy No.
RWD3001887

Endorsement No.
Premium Included

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1	140,000	Linear FLUOR Bulb,T8,48" L,G13,4100K	CURRENT	F32T8/SPX41/ECO2	Lighting	4PL16	EA	1	5.83	0.22	1.74
2	40,000	Linear FLUOR Bulb,T8,48" L,G13,3500K	CURRENT	F32T8/SPX35/ECO2	Lighting	4PL15	EA	1	5.44	0.22	1.8
3	40,000	Cleaner/Degreaser,Sassafrass,1 gal	SIMPLE GREEN	2710200613005	Cleaning	22C609	EA	1	23.99	0.22	9.58
4	40,000	Ear Plugs,Corded,Flanged,25dB,PR	3M	340-4004	Safety	4T151	PR	1	2.39	0.19	1.12
5	40,000	Battery,Alkaline,AA,Everyday,PK24	DURACELL PROCELL	PC1500BKD	Electronics, Appliances, and Batteries	5LE23	PK	24	18.6	0.19	6.4
6	25,000	Glass Clnr,Aero Spray Can,20 oz, Foam	SPRAYWAY	SW050	Cleaning	5RVT4	EA	1	5.77	0.22	2.4
7	23,000	Battery,Alkaline,AAA,Everyday,PK24	DURACELL PROCELL	PC2400BKD	Electronics, Appliances, and Batteries	5LE25	PK	24	18.21	0.19	6.62
8	22,000	Cleaner/Degreaser,Unscented,20oz,Aerosol	CRC	1750016	Cleaning	459V68	EA	1	48.01	0.22	22.87
9	21,000	Coated Glove,Nitrile,XL,Blk/Gray,	PIP	34-874/XL	Safety	395M69	PR	1	9.21	0.19	3.02
10	21,000	Linear FLUOR Bulb,T8,47-3/4" L,G13,4100K	CURRENT	F28T8/XL/SPX41/ECO	Lighting	2ETU3	EA	1	6.85	0.22	2.44
11	21,000	Marking Paint,20oz,Caution Blue/APWABlue	RUST-OLEUM	203031	Paint, Equipment and Supplies	6KP33	EA	1	11.32	0.12	4.09
12	20,000	Linear Fluorescent Bulb,28W,4100K	SYLVANIA	FO28/841/XP/SS/ECO3	Lighting	56GK93	EA	1	4.11	0.22	2.36
13	17,000	Battery,Alkaline,D,Everyday,PK12	DURACELL PROCELL	PC1300	Electronics, Appliances, and Batteries	5LE21	PK	12	22.2	0.19	9.24
14	17,000	Disposable Gloves,Nitrile,L,PK100	TOUCHNTUFF	92-675	Safety	1RL58	PK	100	22.48	0.19	8.16
15	17,000	Battery,Alkaline,AA,Everyday,PK24	ENERGIZER	EN91	Electronics, Appliances, and Batteries	38W365	PK	24	17.37	0.19	6.62
16	17,000	Brake Parts Cleaner, 20 oz. Aerosol	CRC	05050	Fleet and Vehicle Maintenance	4DKZ6	EA	1	10.53	0.08	2.93
17	16,000	Linear LED Bulb,T8,48" L,G13,4000K	CURRENT	LED14ET8/G/4/840	Lighting	467W19	EA	1	13.41	0.22	4.59
18	16,000	Glue Trap,3/16"L x 7-1/2"W x 4"H	CATCHMASTER	75M	Outdoor Equipment	5DKE9	EA	1	0.55	0.12	0.22
19	15,000	Diesel Exhaust Fluid DEF,Jug,2.5 gal	PEAK	DEF002	Fleet and Vehicle Maintenance	48RH22	EA	1	23.33	0.08	9.98
20	15,000	Linear Fluorescent Bulb,32W,4100K	SYLVANIA	FO32/841/ECO	Lighting	56GK74	EA	1	3.84	0.22	2.47
21	15,000	Safety Glasses,Smoke Mirror	KLEENGUARD	25688	Safety	2UYF4	EA	1	9.13	0.19	3.26
22	13,000	Anti-Siphon Fill Valve,Universal Fit	FLUIDMASTER	400A	Plumbing	1APG7	EA	1	15.61	0.2	7.77
23	13,000	VF,Chem Res Gloves,M,160F65,PR	SHOWA	707D-08-V	Safety	61DA50	PR	1	2.24	0.19	1.63
24	13,000	VF,Chem Res Gloves,L,160F66,PR	SHOWA	707D-09-V	Safety	61DA51	PR	1	2.24	0.19	1.63
25	13,000	VF,Chem Res Gloves,XL,160F67,PR	SHOWA	707D-10-V	Safety	61DA52	PR	1	2.24	0.19	1.63
26	12,000	Disp Glv,Blk,Nitrile,Exam PF, L,PK100	MICROFLEX	MK-296	Safety	794H45	PK	100	21.27	0.19	8.11
27	12,000	Linear LED Bulb,T8,48" L,G13,4000K	CURRENT	LED10ET8/G/4/840	Lighting	467W26	EA	1	17.99	0.22	6.94
28	12,000	Coated Glove,Nitrile,L,Blk/Gray,	PIP	34-874/L	Safety	395M66	PR	1	8.81	0.19	3.4
29	11,000	Precision Line Marking Paint,20 oz,White	RUST-OLEUM	203039	Paint, Equipment and Supplies	6KP41	EA	1	11.32	0.12	4.09
30	11,000	CutRes Gloves,XL,Yellow,PR	EDGE	16-347	Safety	4T415	PR	1	8.86	0.19	3.73
31	11,000	PLATE, HOT, ELECTRIC, SINGLE BURNER, 130	WARING COMMERCIAL	WEB3NYGR	Electronics, Appliances, and Batteries	383AZ3	EA	1	148.06	0.19	76.87
32	11,000	CutOff Wheel,A60T,4-1/2"x.045"x7/8"	DEWALT	DW8062	Abrasives	6HD44	EA	1	2.74	0.1	1.07
33	10,000	Elec Tape,76 ft Lx3/4 in W,7 mil,Black	3M	33+SUPER-3/4X76FT	Adhesives, Sealants and Tape	2A225	EA	1	13.55	0.1	7.1
34	10,000	Vacuum Breaker Repair Kit,Sloan	SLOAN	V551A	Plumbing	5E546	EA	1	5.53	0.2	3.24
35	10,000	Disp Glv,Blk,Nitrile,Exam PF, M,PK100	MICROFLEX	MK-296	Safety	794H44	PK	100	21.27	0.19	8.59
36	9,000	Disp Glv,Blk,Nitrile,Exam PF, XL,PK100	MICROFLEX	MK-296	Safety	794H46	PK	100	21.27	0.19	8.11
37	9,000	Disposable Gloves,Nitrile,L,PK100	TOUCHNTUFF	92-600	Safety	4GC50	PK	100	26.44	0.19	8.71
38	9,000	Filter Cartridge,Water Cooler,1.5 GPM	ELKAY	51300C	Plumbing	11U265	EA	1	102.08	0.2	60.56
39	9,000	Linear FLUOR Bulb,T8,48" L,G13,5000K	CURRENT	F32T8/SPX50/ECO2	Lighting	3VK11	EA	1	5.85	0.22	2.46
40	9,000	Battery,Alkaline,AAA,Everyday,PK24	ENERGIZER	EN92	Electronics, Appliances, and Batteries	38W366	PK	24	16.76	0.19	7.02
41	9,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL941/ALTO 30PK	Lighting	492X54	EA	1	4.96	0.22	2.75
42	9,000	Insect Repellent,Aerosol,6 oz.	OFF	334689	Outdoor Equipment	4HK65	EA	1	14.06	0.12	6.4
43	9,000	Flange Bolt Set,Universal Fit	HARVEY	051101	Plumbing	5PA62	EA	1	3.07	0.2	1.97
44	9,000	Duct Tape,Silver,1 7/8 in x 60 yd,9 mil	NASHUA	394	Adhesives, Sealants and Tape	6JD46	EA	1	8.82	0.1	2.93
45	8,000	Inside Cover,Sloan	SLOAN	A71	Plumbing	2XU12	EA	1	15.43	0.2	6.55
46	8,000	Safety Glasses,Smoke	SMITH & WESSON	21303	Safety	2UYG5	EA	1	15.19	0.19	5.41
47	8,000	Line Marking Paint,20oz,FluorescentGreen	RUST-OLEUM	203032	Paint, Equipment and Supplies	6KP34	EA	1	11.32	0.12	4.09
48	8,000	Surgical Mask 3PLY Level 2,PK50	ALTOR SAFETY	62222	Safety	785EJ0	PK	50	13.66	0.19	6.47
49	8,000	Disposable Gloves,Nitrile,M,PK100	TOUCHNTUFF	92-675	Safety	1RL57	PK	100	22.48	0.19	7.89
50	8,000	Battery,Alkaline,C,Everyday,PK12	DURACELL PROCELL	PC1400	Electronics, Appliances, and Batteries	5LE22	PK	12	19.54	0.19	7.76
51	8,000	16 oz.,Aerosol,Lubricant	WD-40	490088	Lubrication	20JY63	EA	1	13.95	0.1	6.95
52	8,000	11 oz.,Aerosol,Lubricant	WD-40	490040	Lubrication	20JY61	EA	1	13.92	0.1	7.16
53	7,000	Disposable Gloves,Nitrile,XL,PK50	MICROFLEX	N864	Safety	3NFC7	PK	50	17.71	0.19	6.06
54	7,000	Cold Patch,60 lb	PERMA-PATCH	PP-60-C	Adhesives, Sealants and Tape	3ZC17	EA	1	41.29	0.1	12.09
55	7,000	12 oz.,Aerosol,Lubricant	WD-40	490057	Lubrication	20JY62	EA	1	14.48	0.1	7.46
56	7,000	Disposable Gloves,Nitrile,XL,PK100	TOUCHNTUFF	92-675	Safety	1RL59	PK	100	22.48	0.19	8.66
57	7,000	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	LSE-104	Safety	464D73	PK	100	41.01	0.19	17.29
58	7,000	Diaphragm Assembly,Toilets	ACORN	2563-010-001	Plumbing	1KAA3	EA	1	12.99	0.2	5.11
59	7,000	Water Softener Salt, 40 lb, Bag, Pellets	DIAMOND CRYSTAL	100012407	Plumbing	42DA14	EA	1	22.45	0.2	8.48
60	7,000	Linear FLUOR Bulb,T12,48" L,G13,4100K	CURRENT	F34/CX41/WM/ECO	Lighting	24W596	EA	1	6.84	0.22	2.8
61	7,000	Coated Glove,Nitrile,M,Blk/Gray,	PIP	34-874	Safety	43FK12	PR	1	8.92	0.19	4.13
62	7,000	Vacuum Breaker Repair Kit,Sloan	SLOAN	V651A	Plumbing	2XU35	EA	1	8.37	0.2	3.47
63	7,000	Chemical Resistant Glove,11 mil,9,PR	ALPHATEC	37-145	Safety	4T418	PR	1	2.98	0.19	1.6
64	7,000	Dry Wipe Roll,9 1/2" x 11",Blue	KIMBERLY-CLARK PROFESSIONAL	75130	Cleaning	2XRN3	EA	1	6.18	0.22	2.73
65	7,000	Diaphragm Assembly,Manual,Toilets,1.6GPF	SLOAN	A41A	Plumbing	4LW51	EA	1	39.05	0.2	13.66
66	7,000	Line Marking Paint,20oz,APWA CautionBlue	RUST-OLEUM	203022V	Paint, Equipment and Supplies	783AC7	EA	1	12.22	0.12	4.09
67	6,000	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	N644	Safety	2VLZ9	PK	100	17.84	0.19	8.5
68	6,000	Water Chamber Assembly,Acorn	ACORN	2560-015-001	Plumbing	2EVX5	EA	1	17.06	0.2	7.93
69	6,000	Chemical Resistant Glove,8,PR	ALPHATEC	37-145	Safety	4T417	PR	1	2.98	0.19	1.34
70	6,000	Relief Valve,Sloan	SLOAN	A38A	Plumbing	5P213	EA	1	35.36	0.2	13.14
71	6,000	Battery,Alkaline,9V,Everyday,PK12	DURACELL PROCELL	PC1604BKD	Electronics, Appliances, and Batteries	5LE24	PK	12	34.55	0.19	14.4
72	6,000	Cooling Towel,Blue,13 x 29 In.	CHILL-ITS BY ERGODYNE	6602	Safety	2EMK6	EA	1	13.58	0.19	5.31
73	6,000	Disposable Gloves,Rubber Latex,XL,PK50	MICROFLEX	SG-375-XL	Safety	2TEN2	PK	50	29.81	0.19	8.44
74	6,000	Cut Resistant Gloves,Blue/Gray,L,PR	ACTIVARMR	80-100	Safety	4JY13	PR	1	5.09	0.19	3.05
75	6,000	Disinfectant Cleaner w/ Bleach,128oz,PK4	CLOROX	35420	Cleaning	22D030	PK	4	120.31	0.22	44.1
76	6,000	Disposable Gloves,Nitrile,XL,PK100	SHOWA	6110PF XL	Safety	59LT62	PK	100	18.72	0.19	6.71
77	6,000	Hand Cleaning Towels,10" x 12" ,Citrus	SCRUBS	42272	Cleaning	24WJ88	EA	1	27.53	0.22	10.73
78	6,000	Sink Drain,4 3/8 in Dia,SS	ZURN	ZSS3000B-SS	Plumbing	4WDC5	EA	1	23.96	0.2	9.11

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
79	6,000	Linear LED Bulb,T8,48"L,2-Pin(G13),4000K	CURRENT	LED14BDT8/G4/840	Lighting	494G96	EA	1	12.87	0.22	4.99
80	6,000	Linear FLUOR Bulb,T5,45-1/4" L,G5,4100K	CURRENT	F28WT5/841/ECO	Lighting	5AE20	EA	1	12.92	0.22	4.41
81	6,000	Absorbent,25 lb.,Diatomaceous Earth	EP MINERALS	9725	Safety	40CH71	EA	1	12.64	0.19	6.14
82	5,000	Car Wash,100 oz.,Green,Concentrated	TURTLE WAX	50597	Fleet and Vehicle Maintenance	48HN72	EA	1	13.31	0.08	6.43
83	5,000	Linear FLUOR Bulb,T8,47-3/4" L,G13,4100K	CURRENT	F32T8/XL/SPX41/HL/ECO	Lighting	3CA64	EA	1	9.01	0.22	3.46
84	5,000	Coin Battery,Lithium,3VDC,2032,PK2	DURACELL	DL2032B2PK	Electronics, Appliances, and Batteries	2HYJ1	PK	2	6.85	0.19	1.53
85	5,000	Loose Absorbent,Montmorillonite Clay	OIL-DRI	I06032	Safety	487F13	EA	1	16.88	0.19	8.1
86	5,000	Linear FLUOR Bulb,T8,23-3/4" L,G13,4100K	CURRENT	F17T8/SP41/ECO	Lighting	6XT99	EA	1	6.96	0.22	3.34
87	5,000	Linear LED Bulb,T8,47-3/4" L,G13,4000K	PHILIPS	14T8/COR/48-840/IF21/G/DIM 10/1	Lighting	406T68	EA	1	15.34	0.22	4.99
88	5,000	Battery,Lithium,Size 223,6VDC	DURACELL	DL223ABPK	Electronics, Appliances, and Batteries	1ANB9	EA	1	18.98	0.19	4.89
89	5,000	Safety Glasses,Smoke	KLEENGUARD	22475	Safety	21A163	EA	1	11.19	0.19	4.07
90	5,000	Trash Grabber,Aluminum,36" L	UNGER	NT090	Cleaning	2NDR3	EA	1	51.55	0.22	13.73
91	5,000	Wasp and Hornet Killer,Aerosol,14 oz.	CRC	14010	Outdoor Equipment	4JB47	EA	1	15.28	0.12	5.23
92	5,000	Wet Mop,White,Cotton	RUBBERMAID COMMERCIAL PRODUCTS	FGV11800WH00	Cleaning	9DJF8	EA	1	12.31	0.22	4.91
93	5,000	Linear FLUOR Bulb,T8,48" L,G13,6500K	CURRENT	F32T8/SPX65/ECO2	Lighting	3JJ79	EA	1	5.51	0.22	2.52
94	5,000	Fluorescent,40 W,T12,Medium Bi-Pin (G13)	PHILIPS	F40T12/CWSupreme/ALTO	Lighting	492Y04	EA	1	7.29	0.22	2.41
95	5,000	Cold Patch,50 lb	SAKRETE	60450007	Adhesives, Sealants and Tape	8EJP2	EA	1	27.62	0.1	11.28
96	5,000	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	ICN-2P32-N	Lighting	2MCX5	EA	1	25.09	0.22	12.73
97	5,000	Water Nozzle,Hot/Cold,3/4 In.	SANI-LAV	N2	Outdoor Equipment	3NVD9	EA	1	15.33	0.12	8.41
98	5,000	Line Marking Paint,20 oz,Safety Red	RUST-OLEUM	203038	Paint, Equipment and Supplies	6KP40	EA	1	11.32	0.12	4.09
99	5,000	Sports Drink Mix,Riptide Rush	GATORADE	33665	Safety	3UYW7	EA	1	4.58	0.19	1.87
100	5,000	Safety Glasses,Clear	KLEENGUARD	25676	Safety	2UYF3	EA	1	8.35	0.19	3.02
101	5,000	Linear LED Bulb,T8,48" L,G13,5000K	CURRENT	LED14ET8/G/4/850	Lighting	467W20	EA	1	12.68	0.22	5.66
102	5,000	Sponge,6 in L,Yellow	3M	C31	Cleaning	3U163	EA	1	5.2	0.22	1.83
103	5,000	Loose Absorbent,Montmorillonite Clay	OIL-DRI	I05040	Safety	487F15	EA	1	20.69	0.19	9.9
104	5,000	Ice Melt,Granular,50 lb. Carton,-8 F	PREMIERE	CPM050P	Outdoor Equipment	4W973	EA	1	33.6	0.12	17.49
105	5,000	Cleaner/Degreaser,Sassafrass,24 oz	SIMPLE GREEN	2710001213012	Cleaning	22C608	EA	1	10.99	0.22	4.88
106	5,000	Conduit Clamp,Steel,Overall L 1.99in	RACO	2083	Electrical	206F90	EA	1	0.28	0.23	0.11
107	5,000	Thread Sealant Tape,1/2" W,White	ANTI-SEIZE TECHNOLOGY	26130	Adhesives, Sealants and Tape	3PDL5	EA	1	1.13	0.1	0.43
108	5,000	Brake Parts Cleaner, 20 oz. Aerosol	CRC	05084	Fleet and Vehicle Maintenance	5YK76	EA	1	10.66	0.08	3.87
109	5,000	Disposable Gloves,Rubber Latex,XL,PK100	MICROFLEX	MF-300-XL	Safety	2TEK8	PK	100	25.76	0.19	9.63
110	5,000	OneHoleLugCmprsnConn,STD,Red,49	BURNDY	YA8CLBOX	Electrical	22C296	EA	1	4.85	0.23	2.02
111	5,000	Disposable Gloves,Nitrile,M,PK50	SHOWA	7700PFTM	Safety	4JY27	PK	50	17.66	0.19	5
112	5,000	Utility Blade,2 Points,2-7/16" L,PK5	STANLEY	11-921	Hand Tools	5C949	PK	5	2.2	0.14	0.6
113	5,000	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	N643	Safety	2VLZ8	PK	100	17.84	0.19	8.5
114	5,000	Smoke Alarm,3V,Alkaline,Ionization	KIDDE	i9010	Safety	1YNW9	EA	1	43.78	0.19	18.51
115	5,000	Disposable Gloves,Nitrile,XL,PK100	MCR SAFETY	6062XL	Safety	49DA87	PK	100	30.15	0.19	11.41
116	5,000	Conduit Clamp,Steel,Overall L 1.745in	RACO	2082	Electrical	206F89	EA	1	0.21	0.23	0.06
117	4,000	Paper Towel Roll,Continuous,Wt,89460,PK6	GEORGIA-PACIFIC	89460	Cleaning	3EB46	PK	6	168.55	0.22	71.56
118	4,000	Pre-Moistened Cleaning Tissues,PK100	BAUSCH & LOMB	8574GM	Safety	2AR69	PK	100	16.41	0.19	6.75
119	4,000	Disposable Gloves,Nitrile,S,PK50	SHOWA	7700PFTS	Safety	4JY26	PK	50	17.66	0.19	4.69
120	4,000	TriggerSprayBottle,32oz,12 1/4"H,Clr,PK3	IMPACT	5032HG/4906-91	Cleaning	30GE89	PK	3	10.81	0.22	4.47
121	4,000	Disc,Toilets	SLOAN	A156A	Plumbing	2XJ96	EA	1	9.31	0.2	4.87
122	4,000	Coated Gloves,Full,10,9-1/2",PR	KSR	22-515	Safety	4T412	PR	1	5.82	0.19	3.4
123	4,000	Dry Wipe,8 1/4" x 16-3/4",White	WYPALL	34790	Cleaning	2VHP9	EA	1	22.17	0.22	9.36
124	4,000	Combination Padlock,2 in,Round,Silver	MASTER LOCK	1525	Security	1D573	EA	1	13.51	0.15	6.33
125	4,000	Elec Tape,66 ft Lx3/4 in W,8.5 mil,Black	3M	88-Super-3/4x66FT	Adhesives, Sealants and Tape	2A227	EA	1	14.55	0.1	7.88
126	4,000	Dup Recept Wll Plt,Stnd;Silver,1Gng,Brsh	HUBBELL	SS8	Electrical	5C228	EA	1	4.21	0.23	1.12
127	4,000	Maintenance Absorbent,20 lb.,Pail	OIL-DRI	I05000G-G60	Safety	5TP99	EA	1	26.47	0.19	12.54
128	4,000	Hand Soap,Amber,1,000 mL,,PK2	OPS	1405-02G	Cleaning	36TY78	PK	2	121.21	0.22	48.44
129	4,000	Disposable Gloves,Nitrile,L,PK50	SHOWA	7700PFTL	Safety	4JY28	PK	50	17.66	0.19	4.69
130	4,000	CutOff Whl,Gemini 4-1/2"x.045"x7/8"	NORTON	66252823602	Abrasives	5GC52	EA	1	3.99	0.1	1.38
131	4,000	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	N194	Safety	2VLY9	PK	100	23.23	0.19	6.5
132	4,000	Diaphragm Assembly,Sloan	SLOAN	A36A	Plumbing	5P211	EA	1	33.12	0.2	14.79
133	4,000	Disposable Gloves,Rubber Latex,L,PK100	MICROFLEX	MF-300-L	Safety	2TEK6	PK	100	25.76	0.19	9.63
134	4,000	Linear LED Bulb,T8,48" L,G13,3500K	CURRENT	LED14ET8/G/4/835	Lighting	467W18	EA	1	13.85	0.22	5.95
135	4,000	Putty,Gray,ProPoxy 20	HERCULES	25515C	Adhesives, Sealants and Tape	5KAV9	EA	1	11.29	0.1	5.89
136	4,000	Nitrile,Disposable,Biodegradable,PK100	SHOWA	7500PFL	Safety	797FX3	PK	100	18.48	0.19	6.88
137	4,000	Battery,Alkaline,AA,Premium,PK24	DURACELL	MN1500BKD	Electronics, Appliances, and Batteries	22A624	PK	24	30.42	0.19	13.32
138	4,000	Germicidal Bleach,Unscented,121 oz,PK3	CLOROX	30966	Cleaning	41H893	PK	3	53.96	0.22	24.21
139	4,000	Disc,Sloan	SLOAN	A15A	Plumbing	2XJ98	EA	1	9.65	0.2	5.06
140	4,000	Cold Patch,60 lb	PERMA-PATCH	PP-60-F	Adhesives, Sealants and Tape	55EK38	EA	1	30.17	0.1	13.15
141	4,000	Marking Paint,20 oz,Utility White	KRYLON INDUSTRIAL	A03900007	Paint, Equipment and Supplies	54TH54	EA	1	13.26	0.12	4.31
142	4,000	Rubbing Alcohol,Antiseptics,Bottle	MEDIQUE	26811	Safety	2MRZ2	EA	1	5.99	0.19	2.34
143	4,000	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	LSE-104	Safety	464D74	PK	100	41.01	0.19	17.93
144	4,000	Sports Drink Mix,Lemon-Lime	GATORADE	03969	Safety	5T405	EA	1	11.18	0.19	4.42
145	4,000	Safety Glass,Clear Lens,Frameless	MCR SAFETY	BL010	Safety	55KY18	EA	1	2.57	0.19	1.87
146	4,000	Linear Fluorescent Bulb,32W,4100K	SYLVANIA	FO32/841/XV/ECO	Lighting	56GK95	EA	1	4.09	0.22	2.93
147	4,000	Linear FLUOR Bulb,T8,48" L,G13,3000K	CURRENT	F32T8/SPX30/ECO2	Lighting	4PL14	EA	1	5.23	0.22	2.22
148	4,000	Lantern Battery,Carbon Zinc,6VDC,Spring	RAYOVAC	994C	Electronics, Appliances, and Batteries	3JFU2	EA	1	7.31	0.19	2.73
149	4,000	Sports Drink Mix,Lemon-Lime	GATORADE	03956	Safety	3UYW5	EA	1	4.58	0.19	1.87
150	4,000	11 oz.,Aerosol,Penetrant	BLASTER	16-PB-DS	Lubrication	4LRF8	EA	1	9.68	0.1	5.24
151	4,000	Linear Fluorescent Bulb,17W,4100K	SYLVANIA	FO17/841/ECO	Lighting	56GK40	EA	1	3.95	0.22	3.08
152	4,000	Sports Drink Mix,Fruit Punch	GATORADE	33691	Safety	3AP83	EA	1	11.18	0.19	4.42
153	4,000	U-Bend FLUOR Bulb,T8,G13,4100K,32W	CURRENT	F32T8/SP41/U6/ECO	Lighting	4HY86	EA	1	18.34	0.22	8.69
154	4,000	Disposable Gloves,Nitrile,L,PK50	MICROFLEX	N863	Safety	3NFC4	PK	50	17.71	0.19	6.06
155	4,000	Evaporative Cooling Neck Band,Blue	CHILL-ITS BY ERGODYNE	6603	Safety	52HZ92	EA	1	6.27	0.19	4.08
156	4,000	Utility Knife,6 In.,Gray	STANLEY	10-099	Hand Tools	4A803	EA	1	6.88	0.14	2.83

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
157	4,000	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	V2179838	Paint, Equipment and Supplies	5H903	EA	1	15.38	0.12	5.94
158	4,000	Wasp and Hornet Killer,14 oz.	RAID	668006	Outdoor Equipment	4HK60	EA	1	13.82	0.12	6.55
159	4,000	LED,8.8 W,A19,Medium Screw (E26)	PHILIPS	8.8A19/PER/930/P/E26/DIM 6/1FB T20	Lighting	54YP51	EA	1	4.77	0.22	2.73
160	4,000	Disposable Gloves,Rubber Latex,L,PK50	MICROFLEX	SG-375-L	Safety	2TEN1	PK	50	29.81	0.19	9.5
161	4,000	Coated Gloves,Nitrile,Black/Gray,10, PR	HYFLEX	11-840	Safety	20KJ48	PR	1	6.49	0.19	3.3
162	4,000	Safety Glasses,Clear	KLEENGUARD	25679	Safety	3NTT9	EA	1	8.74	0.19	3.47
163	4,000	Thread Sealant Tape,1/2" W,White	ANTI-SEIZE TECHNOLOGY	26135	Adhesives, Sealants and Tape	3AB55	EA	1	1.23	0.1	0.55
164	4,000	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	ICN-4P32-N	Lighting	1VN22	EA	1	31.16	0.22	15.95
165	4,000	Cleaner/Degreaser,Orange,32 oz	OIL EATER	AOD3211902	Cleaning	6TUK6	EA	1	8.75	0.22	4.49
166	4,000	Fluorescent,28 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/ADV841/2XL/ALTO II 28W 30PK	Lighting	492X69	EA	1	10.49	0.22	3.52
167	4,000	Sports Drink Mix,Fruit Punch	GATORADE	03808	Safety	3UYW3	EA	1	4.58	0.19	1.87
168	4,000	Instant Cold Pack,White,6" x 4-1/2"	FIRST AID ONLY	K2104	Safety	39P019	EA	1	1.63	0.19	1.06
169	4,000	Mobilgrease XHP 222,Grease,Cartrdge,14oz	MOBIL	121929	Lubrication	1MUC1	EA	1	10.72	0.1	4.33
170	4,000	2-Cycle Engine Oil,Synth Blnd,26oz,PK6	ECHO	6450001GE	Fleet and Vehicle Maintenance	45J373	PK	6	17.62	0.08	12.19
171	4,000	ConstructionAdhesive,10.1fl oz,Cartridge	LOCTITE	2137678	Adhesives, Sealants and Tape	53VA60	EA	1	17.48	0.1	6.6
172	4,000	Paper Towel Roll,800,Brown,26301,PK6	GEORGIA-PACIFIC	26301	Cleaning	2U232	PK	6	91.72	0.22	41.09
173	4,000	Sanding Hand Pad, 6in W, 9in L,Very Fine	SCOTCH-BRITE	7000000728	Abrasives	4ZR10	EA	1	2.72	0.1	1.22
174	4,000	Thread Sealant Tape,3/4" W,White	ANTI-SEIZE TECHNOLOGY	26150	Adhesives, Sealants and Tape	3AB56	EA	1	1.86	0.1	1.04
175	4,000	Nitrile,Disposable,Biodegradable,PK100	SHOWA	7500PFXL	Safety	797FX4	PK	100	18.48	0.19	6.88
176	4,000	Battery,Lithium,Size 123,3VDC,PK12	DURACELL PROCELL	PL123	Electronics, Appliances, and Batteries	11W123	PK	12	57.75	0.19	18.67
177	4,000	Disp Glv,Blk,Nitrile,Exam PF, S,PK100	MICROFLEX	MK-296	Safety	794H43	PK	100	21.27	0.19	9.13
178	3,000	Guide Assembly,Toilets/Urinals	SLOAN	A163A	Plumbing	2XJ99	EA	1	8.8	0.2	4.32
179	3,000	Linear Fluorescent Bulb,28W,3500K	SYLVANIA	FP28/835/ECO	Lighting	56GK80	EA	1	4.25	0.22	3.04
180	3,000	Rust Preventative Spray Paint,White,15oz	RUST-OLEUM	V2192838	Paint, Equipment and Supplies	5U708	EA	1	15.38	0.12	5.94
181	3,000	Personal Eye Wash Bottle,1 oz.	HONEYWELL	32-000451-0000	Safety	3PVT3	EA	1	4.99	0.19	2.39
182	3,000	Trash Grabber,Steel,38" L	UNGER	NN900	Cleaning	3UP49	EA	1	69.91	0.22	16.59
183	3,000	Duct Tape,Gray,1 7/8 in x 60 yd,11 mil	NASHUA	398	Adhesives, Sealants and Tape	2W504	EA	1	14.11	0.1	5.11
184	3,000	Linear FLUOR Bulb,T8,47-3/4" L,G13,4100K	CURRENT	F32T8/25W/SPX41/ECO	Lighting	2ETR8	EA	1	8.03	0.22	5.11
185	3,000	Disposable Gloves,Rubber Latex,XL,PK50	MICROFLEX	UL-315-XL	Safety	2TEL6	PK	50	25.37	0.19	9.38
186	3,000	Beverage Cooler,Hard Sided,5.0 gal.	IGLOO	48153	Safety	5DDA9	EA	1	86.55	0.19	32.16
187	3,000	Toilet Seat,Elongated Bowl,Open Front	BEMIS	1955CT-000	Plumbing	2P888	EA	1	32.34	0.2	15.93
188	3,000	Linear FLUOR Bulb,T8,35-3/4" L,G13,4100K	CURRENT	F25T8/SP41/ECO	Lighting	6XV06	EA	1	7	0.22	2.7
189	3,000	Battery,Alkaline,D,Everyday,PK12	ENERGIZER	EN95	Electronics, Appliances, and Batteries	38W368	PK	12	26.6	0.19	12.6
190	3,000	Linear LED Bulb,T8,23-3/4" L,G13,4000K	PHILIPS	7T8/MAS/24-840/IF11/P/DIM 10/1	Lighting	52ZX61	EA	1	18.56	0.22	7.14
191	3,000	Hand Warmer,Up to 8 hr.,2" L,PK40	LITTLE HOTTIES	07221	Safety	45DV49	PK	40	44.83	0.19	15.61
192	3,000	Servomotor,Acorn	ACORN	2563-020-002	Plumbing	1KAA5	EA	1	137.06	0.2	59.86
193	3,000	Coated Gloves,Palm and Fingers,9,9"	HYFLEX	11-801	Safety	5AJ29	PR	1	6.49	0.19	3.89
194	3,000	Linear LED Bulb,T8,48"L,2-Pin(G13),5000K	CURRENT	LED14BDT8/G4/850	Lighting	55GT94	EA	1	13.09	0.22	7.35
195	3,000	Combination Padlock,1 1/2 in,Rectangle	MASTER LOCK	175	Security	1U172	EA	1	29.39	0.15	14.15
196	3,000	Sweatband,Drybrow,AA-100	JACKSON SAFETY	16750	Safety	62KE21	EA	1	1.38	0.19	1.01
197	3,000	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	N193	Safety	2VLY8	PK	100	23.23	0.19	6.5
198	3,000	Precision Line Marking Paint,20 oz,White	RUST-OLEUM	203030V	Paint, Equipment and Supplies	783AD5	EA	1	12.22	0.12	4.09
199	3,000	Lantern Battery,Alkaline,6VDC,Spring	ENERGIZER	EN529	Electronics, Appliances, and Batteries	22M709	EA	1	20.98	0.19	9.4
200	3,000	Disposable Gloves,Neoprene,L,PK100	MICROFLEX	25-101	Safety	1FEX3	PK	100	36.6	0.19	12.35
201	3,000	Battery,Alkaline,C,Everyday,PK12	ENERGIZER	EN93	Electronics, Appliances, and Batteries	38W367	PK	12	15.43	0.19	8.57
202	3,000	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	V2178838	Paint, Equipment and Supplies	2FP66	EA	1	15.38	0.12	5.94
203	3,000	Lamp Holder,for Medium Bi-Pin T8 or T12	HUBBELL WIRING DEVICE-KELLEMS	RL320	Lighting	3D671	EA	1	6.8	0.22	3.66
204	3,000	Blnk Bx Mnt Wll Plt,Stnd;Slvr,1Gng,Matte	HUBBELL	SS13	Electrical	5C266	EA	1	5.16	0.23	1.33
205	3,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL965/ALTO 30PK	Lighting	492X57	EA	1	6.19	0.22	2.18
206	3,000	Diaphragm Assembly,Sloan	SLOAN	A37A	Plumbing	5P212	EA	1	34.29	0.2	14.79
207	3,000	Linear Fluorescent Bulb,32W,5000K	SYLVANIA	FO32/850/ECO	Lighting	56GK45	EA	1	4.07	0.22	2.91
208	3,000	Ant and Roach Killer,Aerosol,17.5 oz.	RAID	697318	Outdoor Equipment	45CR50	EA	1	12.31	0.12	5.2
209	3,000	Spray Paint,Silver Aluminum,14 oz.	RUST-OLEUM	V2115838	Paint, Equipment and Supplies	2FP61	EA	1	16.17	0.12	7.02
210	3,000	Rust Preventative Spray Paint,Silver	RUST-OLEUM	7515838	Paint, Equipment and Supplies	490R98	EA	1	18.53	0.12	6.21
211	3,000	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W766	Material Handling	1W766	EA	1	1.08	0.15	0.76
212	3,000	Linear FLUOR Bulb,T5,45-1/4" L,G5,4100K	CURRENT	F54W/T5/841/HO/ECO	Lighting	5AE35	EA	1	7.93	0.22	5.02
213	3,000	Replacement Eye Wash Bottle,32 oz.	HONEYWELL	32-000455-0000-H5	Safety	3ARE1	EA	1	22.02	0.19	10.8
214	3,000	Toilet Paper Roll,Cont,Wt,12798,PK8	GEORGIA-PACIFIC	12798	Cleaning	1PHJ2	PK	8	85.94	0.22	39.5
215	3,000	Instant Cold Pack,White,6In. x 4In.	MEDI-FIRST	7241M	Safety	3LPG2	EA	1	1.68	0.19	0.76
216	3,000	Sports Drink Mix,Glacier Freeze	GATORADE	33677	Safety	1AZ97	EA	1	11.18	0.19	4.42
217	3,000	Safety Glasses,Clear,Uncoated	3M	11228-00000-100	Safety	5JDW7	EA	1	2.46	0.19	0.88
218	3,000	Disposable Gloves,Nitrile,XL,PK100	TOUCHNTUFF	92-600	Safety	4GC51	PK	100	26.44	0.19	9.25
219	3,000	Chemical Resistant Gloves,Nitrile,L,PR	SHOWA	727-09	Safety	29UP90	PR	1	2.77	0.19	1.35
220	3,000	Battery,Alkaline,9V,Everyday,PK12	ENERGIZER	EN22	Electronics, Appliances, and Batteries	38W369	PK	12	32.33	0.19	14.25
221	3,000	Bungee Strap,Black,31" L	GOLDLINE	635197742	Material Handling	14J850	EA	1	3.34	0.15	2.27
222	3,000	Coated Gloves,Nylon,L,PR	MCR SAFETY	N9674L	Safety	2ELL6	PR	1	6.97	0.19	2.84
223	3,000	Line Marking Paint,20oz,FluorescentGreen	RUST-OLEUM	203023V	Paint, Equipment and Supplies	783AC8	EA	1	12.22	0.12	4.09
224	3,000	Plug-In CFL Bulb,3500K,40W,20,000 hr	CURRENT	F40/30BX/SPX35	Lighting	4VC26	EA	1	18.83	0.22	8.13
225	3,000	Plug-In CFL Bulb,4100K,26W,17,000 hr	CURRENT	F26DBX/841/ECO4P	Lighting	1PGY7	EA	1	12.61	0.22	5.29
226	3,000	Line Marking Paint,20oz,Fluorescent Pink	RUST-OLEUM	1861838	Paint, Equipment and Supplies	6YH17	EA	1	10.45	0.12	3.82
227	3,000	Maintenance Absorbent,25 lb.,Bag	OIL-DRI	I05025-G70	Safety	24X071	EA	1	16.23	0.19	6.83
228	3,000	Brake Parts Cleaner,20 oz. Aerosol	CRC	05089	Fleet and Vehicle Maintenance	5YK77	EA	1	9.68	0.08	4.66
229	3,000	Loose Wheel Nut Indicator,33mm,Plastic	CHECKPOINT	CPY33MM	Fleet and Vehicle Maintenance	38XK88	EA	1	1.31	0.08	0.84
230	3,000	Lobby Broom,7 1/2 in L,7 7/8 in Face	RUBBERMAID COMMERCIAL PRODUCTS	FG637400BLA	Cleaning	5W638	EA	1	17.47	0.22	4.37
231	3,000	Tank to Bowl Kit,Universal Fit	KISSLER	68-7321	Plumbing	14U358	EA	1	4.61	0.2	2.85
232	3,000	Sports Drink Mix,Orange	GATORADE	03970	Safety	5T406	EA	1	11.18	0.19	4.42
233	3,000	Electrical Box,Square,4x4x2,30.3 cu. in.	RACO	232	Electrical	5A052	EA	1	7.16	0.23	1.92
234	3,000	Nitrile,Disposable,Biodegradable,PK100	SHOWA	7500PFM	Safety	797FX2	PK	100	18.48	0.19	9.32

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
235	3,000	Replacement Eye Wash Bottle,16 oz.	HONEYWELL	32-000454-0000-H5	Safety	3ARE2	EA	1	17.77	0.19	7.34
236	3,000	Button Battery,Lithium,3VDC,1/3 N	DURACELL	DL1/3NBPK	Electronics, Appliances, and Batteries	1ANB8	EA	1	8.71	0.19	2.52
237	3,000	Coated Gloves,Cotton/Polyester,L,PR	MCR SAFETY	FT300L	Safety	48GG94	PR	1	5.82	0.19	2.48
238	3,000	Linear FLUOR Bulb,T5,45-1/4" L,G5,3500K	CURRENT	F28WT5/835/ECO	Lighting	5AE19	EA	1	14.01	0.22	6.2
239	3,000	Storage Tote,Clear/White,Polypropylene	STERILITE	16448012	Material Handling	53GN17	EA	1	7.39	0.15	3.51
240	3,000	Plug-In CFL Bulb,4100K,42W,17,000 hr	CURRENT	F42TBX/841/A/ECO	Lighting	1PHA9	EA	1	13.18	0.22	6.91
241	3,000	Coin Battery,Lithium,3VDC,2450	DURACELL	DL2450BPK	Electronics, Appliances, and Batteries	2HYK2	EA	1	5.79	0.19	1.43
242	3,000	Silicone Caulk,White,Alex Plus	DAP	18152	Adhesives, Sealants and Tape	5A466	EA	1	5.61	0.1	2.13
243	3,000	Graffiti Rem,Trigger Spray Btl,32 oz	KRUD KUTTER	GR326	Cleaning	10K017	EA	1	19.37	0.22	10.05
244	3,000	Handle Repair Kit,Sloan	SLOAN	B50A	Plumbing	5E545	EA	1	5.84	0.2	3.24
245	3,000	Digital Thermometer,Oral,5 In. L, Dual	MABIS	15-713-000	Safety	4WPE9	EA	1	6.15	0.19	2.96
246	3,000	FLUOR Ballast,Electronic,Instant,53W	CURRENT	GE232MAXP-N-ULTRA	Lighting	2VEW8	EA	1	25.25	0.22	12.93
247	3,000	Paper Towel Roll,800,Brown,89480,PK6	GEORGIA-PACIFIC	89480	Cleaning	4ACU1	PK	6	157.26	0.22	68.72
248	3,000	Battery,Alkaline,AAA,Premium,PK24	DURACELL	MN2400BKD	Electronics, Appliances, and Batteries	22A625	PK	24	31.59	0.19	13.8
249	3,000	Ear Plugs,Corded,Flanged,25dB,PR1	3M	340-4002	Safety	4T152	PR	1	3.09	0.19	2.01
250	3,000	Storage Tote,Clear/White,Polypropylene	STERILITE	14958006	Material Handling	56JU38	EA	1	9.55	0.15	7.31
251	3,000	Linear Fluorescent Bulb,32W,6500K	SYLVANIA	FO32/865/XP/ECO	Lighting	56GK79	EA	1	4.4	0.22	3.43
252	3,000	Absorbent Pad,Universal,Yellow,PK22	RUBBERMAID COMMERCIAL PRODUCTS	FG425300YEL	Safety	3NB39	PK	22	35.23	0.19	12.55
253	3,000	Disposable Gloves,Nitrile,XL,PK50	SHOWA	7700PFTXL	Safety	4JY29	PK	50	17.66	0.19	8.33
254	3,000	Coated Gloves,Knit,XL,10" L	BDG	99-1-9606-10	Safety	55LA30	PR	1	5.37	0.19	3.92
255	3,000	Filter,Magenta,Bayonet,PK2	3M	2091	Safety	4JG27	PK	2	14.76	0.19	7.57
256	3,000	DupRcptWllPlt,Stnd;Ivory,1Gng,Smth Stn	HUBBELL	P8I	Electrical	55KT43	EA	1	0.98	0.23	0.47
257	3,000	Paper Towel Sheets,White,125,21000,PK16	GEORGIA-PACIFIC	21000	Cleaning	3JG98	PK	16	72.72	0.22	32.53
258	3,000	Mini CPR Key Ring,CPR Barrier,Nylon	GENUINE FIRST AID	9999-2401	Safety	34WK80	EA	1	2.61	0.19	1.36
259	3,000	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	N642	Safety	2VLZ7	PK	100	17.84	0.19	12.5
260	3,000	Cut Resistant Gloves,Blue/Gray,XL,PR	ACTIVARMR	80-100	Safety	4JY14	PR	1	5.09	0.19	3.31
261	3,000	Gasket,Acorn	ACORN	0469-005-000	Plumbing	2EVR4	EA	1	5.27	0.2	2.08
262	3,000	Windshield Wash Cleaner,1 Gal,-20 F	SPLASH	234526	Fleet and Vehicle Maintenance	2EXW5	EA	1	6.74	0.08	2.28
263	3,000	Toilet Paper Roll,1000,White,19510,PK6	GEORGIA-PACIFIC	19510	Cleaning	19YA04	PK	6	97.95	0.22	42.89
264	3,000	Linear FLUOR Bulb,T5,45-1/4" L,G5,3500K	CURRENT	F54W/T5/835/HO/ECO	Lighting	5AE34	EA	1	11.55	0.22	5.24
265	3,000	Hand Warmer,2-1/4 In. x 3-1/2 In.,PK10	HOTHANDS	HH210PK48	Safety	26KF14	PK	10	12.93	0.19	4.85
266	3,000	Medicine Cabinet,22 in H,16 in W	KETCHAM	1622-SM	Plumbing	6MXY4	EA	1	99.88	0.2	49.36
267	3,000	Disinfecting Wipes,160 ct,Canister	PDI	Q55172	Cleaning	9RYJ7	EA	1	16.91	0.22	6.86
268	3,000	Coated Gloves,Black/Blue,XL	SHOWA	380XL-09	Safety	2AFD6	PR	1	6.71	0.19	3.34
269	3,000	Linear Fluorescent Bulb,28W,4100K	SYLVANIA	FP28/841/ECO	Lighting	56GK75	EA	1	4.25	0.22	3.31
270	3,000	Grab Bar,SS,Knurled Satin,18 in L	WINGITS	WGB6SSKN18	Plumbing	34CE86	EA	1	39.24	0.2	16.38
271	3,000	Coated Glvs,Palm Finger,Blk/Gry,9,PR	HYFLEX	11-600	Safety	4JU93	PR	1	3.59	0.19	2.2
272	3,000	Storage Tote,Clear/White,Polypropylene	STERILITE	16598008	Material Handling	53GN18	EA	1	19.21	0.15	9.16
273	3,000	Beverage Cooler,Hard Sided,3.0 gal.	IGLOO	431	Safety	3ZC45	EA	1	67.83	0.19	28.52
274	3,000	Baseboard Stripper,Liquid,21 oz	3M	14001	Cleaning	3U123	EA	1	33.62	0.22	15.83
275	3,000	Vacuum Breaker Assembly,Zurn	ZURN	P6000-B-HP	Plumbing	25CH47	EA	1	4.94	0.2	2.52
276	3,000	Bungee Strap,Black,21" L	GOLDLINE	635196942	Material Handling	14J849	EA	1	2.74	0.15	1.54
277	3,000	ProPress 90 elbow, 3/4" x 3/4"	VIEGA PROPRESS	77022	Plumbing	48RH53	EA	1	5.52	0.2	3.72
278	3,000	Star Edger Blade, 9 In. Dia.	STENS	375-411	Outdoor Equipment	11T607	EA	1	15.08	0.12	8.94
279	3,000	Coated Gloves,Nitrile,Black/Gray,9	HYFLEX	11-840	Safety	20KJ47	PR	1	6.49	0.19	3.89
280	3,000	Mop Bucket and Wringer,Yellow,8 3/4 gal	RUBBERMAID COMMERCIAL PRODUCTS	FG758088YEL	Cleaning	5NY79	EA	1	190.62	0.22	66.61
281	3,000	Linear Fluorescent Bulb,32W,3500K	SYLVANIA	FO32/835/XV/ECO	Lighting	56GK94	EA	1	4.09	0.22	2.93
282	3,000	FLUOR Ballast,Electronic,Instant,56W	CURRENT	GE232MAX-G-N	Lighting	2VEW9	EA	1	21.6	0.22	13.53
283	3,000	Paper Towel Sheets,Brown,250,23304,PK16	GEORGIA-PACIFIC	23304	Cleaning	2U229	PK	16	75.17	0.22	32.99
284	3,000	Coated Gloves,3/4 Dip,10-1/2",XL,	MCR SAFETY	9669XL	Safety	21NM53	PR	1	2.19	0.19	1.42
285	3,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL950/ALTO 30PK	Lighting	492X56	EA	1	5.61	0.22	2.06
286	3,000	Pipe Sealant Tape,Black,PVC,1199" L	SHURTAPE	PW 100	Adhesives, Sealants and Tape	415F90	EA	1	14.39	0.1	6.33
287	3,000	Rust Preventative Spray Primer,Gray,15oz	RUST-OLEUM	V2182838	Paint, Equipment and Supplies	5U705	EA	1	15.52	0.12	7.28
288	3,000	Chemical Resistant Glove,14" L,Sz 10,PR	ALPHATEC	39-124	Safety	5AZ80	PR	1	12.95	0.19	7.9
289	3,000	Hand Cleaning Towels,6" x 8",Citrus	D-LEAD	WT041	Cleaning	3VDJ5	EA	1	14.31	0.22	7.53
290	3,000	Storage Tote,Clear/White,Polypropylene	STERILITE	16428012	Material Handling	53GN16	EA	1	4.09	0.15	2.26
291	3,000	Hard Hat,Type 1, Class E,Ratchet,White	MSA	475369	Safety	4LN96	EA	1	36.96	0.19	18.2
292	3,000	Sports Drink Mix,Orange	GATORADE	3957	Safety	3UYW6	EA	1	4.58	0.19	1.87
293	3,000	Wire Rope Oval Sleeve,3/32 In,122 Copper	LOOS	SL2-3	Material Handling	16X777	EA	1	0.37	0.15	0.28
294	2,000	FloorStripper,Liquid,5L,Hose End Sprayer	DIVERSEY	95547312	Cleaning	20J849	EA	1	287.31	0.22	108.8
295	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL850 PLUS ALTO HV 30PK	Lighting	492X60	EA	1	7.83	0.22	4
296	2,000	Sports Drink Mix,Lemon Lime,Regular,PK10	GATORADE	04700	Safety	61KG05	PK	10	11.39	0.19	8.31
297	2,000	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W771	Material Handling	1W771	EA	1	1.47	0.15	1.02
298	2,000	Storage Tote,Clear/Blue,Polypropylene	STERILITE	14449606	Material Handling	52JL98	EA	1	21.03	0.15	10.39
299	2,000	Universal Absorbent,25 lb.,Bag	EP MINERALS	8925	Safety	6RKJ5	EA	1	14.8	0.19	9.12
300	2,000	Ztek,Clear Frame,Clear Antifog Lens	PYRAMEX	S2510ST	Safety	29XT62	EA	1	3.76	0.19	1.22
301	2,000	Glass Scraper,Flexible,1-1/2",Steel	HYDE	13050	Hand Tools	5LM21	EA	1	5.23	0.14	2.42
302	2,000	Relief Valve,Sloan	SLOAN	A19AC	Plumbing	2XU10	EA	1	11.65	0.2	4.87
303	2,000	Storage Tote,Clear/White,Polypropylene	STERILITE	14968006	Material Handling	52VN74	EA	1	16.15	0.15	7.48
304	2,000	11 oz.,Aerosol,Penetrant	LIQUID WRENCH	L112	Lubrication	54YT50	EA	1	9.03	0.1	7.56
305	2,000	Multi-Bit Screwdriver,11-In-1,SAE	KLEIN TOOLS	32500	Hand Tools	2RKT1	EA	1	27.53	0.14	15.59
306	2,000	Marking Paint,20 oz,APWA Blue	KRYLON INDUSTRIAL	A03621007	Paint, Equipment and Supplies	54TH45	EA	1	13.26	0.12	4.31
307	2,000	Beverage Jug,Plastic,Blue/White,1 gal	COLEMAN	2158645	Safety	790LN2	EA	1	13.07	0.19	9.53
308	2,000	Strt Plg,Blk; Wht,15 A,Stnd,5-15P	HUBBELL	HBL5266C	Electrical	4A250	EA	1	25.98	0.23	8.33
309	2,000	Ice Melt,Granular,50 lb.,Carton,-20 F	PREMIERE	SU050BX-GR	Outdoor Equipment	4KA50	EA	1	42.35	0.12	21.43
310	2,000	Bungee Strap,Black,15" L	GOLDLINE	635197842	Material Handling	14J848	EA	1	2.42	0.15	1.63
311	2,000	Lever Door Holder,Clear Aluminum,5" H	KABA ILCO	IL-KDDH-5-AL	Hardware	40JL03	EA	1	9.53	0.05	4.53
312	2,000	ProPress 90 elbow, 1/2" x 1/2"	VIEGA PROPRESS	77317	Plumbing	1RPJ4	EA	1	3.69	0.2	2.48

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
313	2,000	Coated Glvs,Palm Finger,Blk/Gry,10,PR	HYFLEX	11-600	Safety	4JU94	PR	1	3.59	0.19	2.2
314	2,000	Coated Gloves,Nylon,M,PR	MCR SAFETY	N9674M	Safety	2ELL7	PR	1	6.97	0.19	2.84
315	2,000	Elec Tape,60 ft Lx3/4 in W,6 mil,Black	3M	165BK4A	Adhesives, Sealants and Tape	61CF49	EA	1	2.41	0.1	2.02
316	2,000	Rocker Wall Plate,Mid;Wht,1Gng,Smth Stn	HUBBELL	PJ26W	Electrical	55KT58	EA	1	1.02	0.23	0.64
317	2,000	Fuel Cylinder,MAP-Pro,14.1 oz	BERNZOMATIC	333668	Welding	2YMW6	EA	1	19.58	0.1	11.08
318	2,000	Conduit Clamp,Steel,Overall L 2.17in	RACO	1333	Electrical	206F25	EA	1	0.35	0.23	0.22
319	2,000	Aerosol Paint,Sunburst Yellow,Gloss	RUST-OLEUM	7747830	Paint, Equipment and Supplies	36RD95	EA	1	16.61	0.12	6.32
320	2,000	Silicone Sealant,Clear,All Purpose	GE	2795576	Adhesives, Sealants and Tape	4UG98	EA	1	13.46	0.1	5.54
321	2,000	Inverted Marking Chalk,20 oz,White	RUST-OLEUM	205237	Paint, Equipment and Supplies	3BU10	EA	1	14.49	0.12	4.75
322	2,000	Aerosol Duster,Net 10 Oz.	SPRAYWAY	SW805	Office Supplies	45C018	EA	1	23.48	0.05	8.96
323	2,000	Battery,Lithium,Size 123,3VDC,PK12	STREAMLIGHT	85177	Electronics, Appliances, and Batteries	2VEW2	PK	12	41.72	0.19	21.51
324	2,000	Safety Glasses,Blue Mirror	KLEENGUARD	14481	Safety	33VA55	EA	1	9.64	0.19	3.55
325	2,000	Wasp and Hornet Killer,14 oz.,Aerosol	HOT SHOT	HG-13415	Outdoor Equipment	36WG20	EA	1	12.37	0.12	4.88
326	2,000	Coin Battery,Lithium,3VDC,2032	ENERGIZER	ECR2032BP	Electronics, Appliances, and Batteries	45EK15	EA	1	2.95	0.19	1.27
327	2,000	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	BD-1003-NPF-L	Safety	35T202	PK	100	16.58	0.19	12.22
328	2,000	Silicone Sealant,Clear,Window,Door	DAP	08641	Adhesives, Sealants and Tape	5A463	EA	1	16.69	0.1	5.34
329	2,000	Beverage Cooler,Hard Sided,2.0 gal.	IGLOO	421	Safety	6YG04	EA	1	55.55	0.19	24.28
330	2,000	Line Marking Paint,20 oz,Fluor. Orange	RUST-OLEUM	203036	Paint, Equipment and Supplies	6KP38	EA	1	11.32	0.12	4.09
331	2,000	Linear Fluorescent Bulb,54W,4100K	SYLVANIA	FP54/841/HO/ECO	Lighting	56GK91	EA	1	4.25	0.22	3.31
332	2,000	Disposable Respirator,Universal,P100	3M	8293	Safety	4MH54	EA	1	21.58	0.19	11.34
333	2,000	Construction Marking Paint,20 oz,White	RUST-OLEUM	264692	Paint, Equipment and Supplies	21CJ69	EA	1	11.01	0.12	3.85
334	2,000	Acid/Flux Brush,3/8 in Brush L	WEILER	44089	Cleaning	31NF92	EA	1	0.49	0.22	0.32
335	2,000	Toilet Paper Roll,550,Wt,19880/01,PK80	GEORGIA-PACIFIC	19880/01	Cleaning	4TE17	PK	80	130.97	0.22	60.44
336	2,000	Electrical Box Cover,Blank,4-1/8 in.	RACO	752	Electrical	5A053	EA	1	1.74	0.23	0.73
337	2,000	Lubricant,12 oz.,Aerosol	TRI-FLOW	TF200271	Lubrication	3KB67	EA	1	32.51	0.1	11.92
338	2,000	Disposable Gloves,Rubber Latex,M,PK100	MICROFLEX	MF-300-M	Safety	2TEK5	PK	100	25.76	0.19	15.46
339	2,000	Beverage Jug,Gray,1 gal	IGLOO	31388	Safety	60UF79	EA	1	21.19	0.19	15.44
340	2,000	Sports Drink Mix,Fruit Punch,PK10	GATORADE	04702	Safety	61KG04	PK	10	11.39	0.19	8.31
341	2,000	Connector,Steel,Overall L 1 15/32in	RACO	2123	Electrical	52AU83	EA	1	1.31	0.23	0.58
342	2,000	Pleated Air Filter	PURAFILTER	24242MV13	HVAC and Refrigeration	60YP42	EA	1	25.08	0.4	15.05
343	2,000	Linear LED Bulb,T8,47-3/4" L,G13,5000K	PHILIPS	14T8/COR/48-850/IF21/G/DIM 10/1	Lighting	406T69	EA	1	14.02	0.22	5.42
344	2,000	Glove,Blk Nitrl PlmCoat,Gry,10,PR	HYFLEX	11-801	Safety	5AJ30	PR	1	6.49	0.19	4.11
345	2,000	Plug-In CFL Bulb,32W,2400 lm,3500K	SYLVANIA	CF32DT/E/IN/835/ECO	Lighting	56GK86	EA	1	8.18	0.22	6.22
346	2,000	Contact Clnr,Aero Spray Can,11 oz,Liq,QD	CRC	03130	Cleaning	1D262	EA	1	28.96	0.22	12.86
347	2,000	11 wt oz.,Aerosol Can,Lubricants	LPS	00116	Lubrication	6Y743	EA	1	22.77	0.1	11.28
348	2,000	Metallic Conduit,Steel,Trd Sz 1/2in	ALLIED	583195	Electrical	6XC30	EA	1	12.56	0.23	4.93
349	2,000	Connector,Die Cast Zinc,Overall L 0.81in	RACO	2711	Electrical	52AX66	EA	1	1.15	0.23	0.51
350	2,000	Dup Rcpt Wll Plt,Stnd;Wht,1Gng,Smth Stn	HUBBELL	P8W	Electrical	55KT46	EA	1	0.98	0.23	0.47
351	2,000	Plug-In CFL Bulb,3500K,26W,17,000 hr	CURRENT	F26DBX/835/ECO4P	Lighting	1PGY6	EA	1	11.36	0.22	5.51
352	2,000	Key Reel,48 In,Kevlar(R) Cord,Belt Clip	KEY-BAK	0S48-803	Security	1PGP7	EA	1	20.73	0.15	8.39
353	2,000	Control Stop Repair Kit,Sloan	SLOAN	H541ASD	Plumbing	2XU31	EA	1	19.36	0.2	9
354	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL930/ALTO 30PK	Lighting	492X53	EA	1	5.47	0.22	2.06
355	2,000	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	IOPA-2P32-N	Lighting	5PTN4	EA	1	21.23	0.22	15.44
356	2,000	Chemical Resistant Glove,17 mil,Sz 9,PR	ALPHATEC	87-198	Safety	1RL37	PR	1	1.8	0.19	1.03
357	2,000	Disposable Respirator,Universal,N95,PK20	3M	8210	Safety	3KP43	PK	20	32.61	0.19	19.57
358	2,000	Safety Glass,Clear Lens,Half-Frame	MCR SAFETY	CL400	Safety	55KY22	EA	1	2.78	0.19	2.02
359	2,000	Athletic Field Striping Paint,20oz,White	RUST-OLEUM	206043	Paint, Equipment and Supplies	3BU13	EA	1	14.77	0.12	4.98
360	2,000	FLUOR Ballast,Electronic,Instant,110W	CURRENT	GE432MAXP-N-ULTRA	Lighting	5GVC4	EA	1	30.88	0.22	17.17
361	2,000	Sanitary Napkin Bags,10" x 9",PK250	HOSPECO	HS-6141	Cleaning	3U824	PK	250	42.67	0.22	12.25
362	2,000	660 W,White,Medium Bi-Pin (G13)	LEVITON	13353-NX	Lighting	799L68	EA	1	2.76	0.22	1.95
363	2,000	Disinfecting Wipes,(12) 160 ct,PK12	DIVERSEY	4599516	Cleaning	5KRJ1	PK	12	321.95	0.22	113.8
364	2,000	Disposable Gloves,Nitrile,S,PK100	TOUCHNTUFF	92-600	Safety	4GC48	PK	100	26.44	0.19	9.25
365	2,000	Elbow,90 Deg,Wrot Copper,1/2" Tube	NIBCO	607.5	Plumbing	5P051	EA	1	1.34	0.2	0.78
366	2,000	Disposable Gloves,Nitrile,L,PK100	SHOWA	6110PF L	Safety	59LT61	PK	100	18.72	0.19	10.45
367	2,000	Disposable Gloves,Nitrile,M,PK100	SHOWA	6110PF M	Safety	59LT60	PK	100	18.72	0.19	10.45
368	2,000	Servomotor Plate,Acorn	ACORN	2563-019-001	Plumbing	2EVY1	EA	1	10.99	0.2	5.47
369	2,000	Nitrile,Disposable,Biodegradable,PK100	SHOWA	7500PFS	Safety	797FX1	PK	100	18.48	0.19	12.22
370	2,000	Nesting Container,Gray,Plastic	RUBBERMAID COMMERCIAL PRODUCTS	FG334900GRAY	Material Handling	5M668	EA	1	17.21	0.15	8.58
371	2,000	Disposable Gloves,Nitrile,S,PK100	SHOWA	6110PF S	Safety	59LT59	PK	100	18.72	0.19	10.45
372	2,000	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	LSE-104	Safety	464D72	PK	100	41.01	0.19	18.38
373	2,000	LED,9 W,T13,4-Pin (G24q-3)	CURRENT	LED9G24Q-H/835	Lighting	460U55	EA	1	19.18	0.22	12.91
374	2,000	Tamperproof Tube Marker, Orange	DYKEM	83314	Safety	4TKH1	EA	1	12.24	0.19	5.26
375	2,000	Linear FLUOR Bulb,T8,23-3/4" L,G13,3500K	CURRENT	F17T8/SP35/ECO	Lighting	6XT97	EA	1	7.52	0.22	3.59
376	2,000	Abrasive Cut-Off Wheel,0.045" Thick	DEWALT	DW8062H	Abrasives	416L01	EA	1	4.46	0.1	2.23
377	2,000	Bungee Strap,Black,10" L	GOLDLINE	635197942	Material Handling	14J847	EA	1	1.97	0.15	0.84
378	2,000	Plug-In CFL Bulb,4100K,13W,10,000 hr	CURRENT	F13BX/841/ECO	Lighting	1PGU6	EA	1	5.19	0.22	1.65
379	2,000	Spray Paint,Safety Yellow,15 oz.	RUST-OLEUM	V2143838	Paint, Equipment and Supplies	5H898	EA	1	17.06	0.12	7.4
380	2,000	Plug-In CFL Bulb,3500K,32W,17,000 hr	CURRENT	F32TBX/835/A/ECO	Lighting	1PHA4	EA	1	16.36	0.22	6.8
381	2,000	Plug-In CFL Bulb,26W,1710 lm,3500K	SYLVANIA	CF26DD/E/835/ECO	Lighting	56GK87	EA	1	2.93	0.22	2.09
382	2,000	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W767	Material Handling	1W767	EA	1	1.4	0.15	0.98
383	2,000	Linear Fluorescent Bulb,28W,3500K	SYLVANIA	FO28835XPSSECO3	Lighting	56GK81	EA	1	4.11	0.22	2.94
384	2,000	CFL,9 W,T4,2-Pin (G23)	SYLVANIA	21272	Lighting	60UA70	EA	1	6.63	0.22	4.24
385	2,000	Coated Gloves,Nylon,L,PR	MCR SAFETY	N9679OL	Safety	40P596	PR	1	6.47	0.19	2.81
386	2,000	Leather Gloves,10,Goatskin,PR	RINGERS GLOVES	664-10	Safety	115N40	PR	1	49.44	0.19	21.53
387	2,000	Degreaser,20 oz.,Aerosol Can	SPRAYWAY	SW286	Cleaning	45A997	EA	1	12.13	0.22	8.51
388	2,000	Protectant Lubricant,12 oz. Size	SLICK 50	43712012	Fleet and Vehicle Maintenance	465D27	EA	1	11.67	0.08	5.9
389	2,000	LED,12.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	12.5T8/COR/48-840/FF18/G/DIM 25/1	Lighting	60EE67	EA	1	21.08	0.22	13.49
390	2,000	ProPress coupling No stop, 3/4" x 3/4"	VIEGA PROPRESS	78177	Plumbing	1RPH1	EA	1	9.65	0.2	6.81

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
391	2,000	Exam Glove,Nitrile,Size L,PK100	MICROFLEX	92-134	Safety	793JR4	PK	100	12.38	0.19	6.25
392	2,000	Barricade Tape,Caution,Yllw,Roll 3"	QUEST	Y175M31000C-12	Security	444P15	EA	1	11.88	0.15	9.09
393	2,000	Keyed Padlock, 3/8 in,Rectangle,Gold	MASTER LOCK	4120KA	Security	4YH20	EA	1	6.02	0.15	3
394	2,000	Toilet Paper Roll,1000,White,19375,PK36	GEORGIA-PACIFIC	19375	Cleaning	4TH42	PK	36	159.54	0.22	73.39
395	2,000	Battery,Lithium,AA,Hi Performance,PK24	ENERGIZER	LN91	Electronics, Appliances, and Batteries	22M707	PK	24	95.75	0.19	52.53
396	2,000	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	BD-1004-NPF-XL	Safety	35T203	PK	100	16.58	0.19	12.22
397	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL935/ALTO 30PK	Lighting	492X55	EA	1	5.67	0.22	2.06
398	2,000	D-Ring,Zinc Plated,1/4" dia,1000 lb. Cap	BUYERS PRODUCTS	B23PKGD	Fleet and Vehicle Maintenance	426T64	EA	1	3.03	0.08	1.36
399	2,000	Sports Drink Mix,Orange,Regular,PK10	GATORADE	04701	Safety	61KG06	PK	10	11.39	0.19	8.31
400	2,000	Linear LED Bulb,T8,48" L,G13,4000K	CURRENT	LED15ET8/G/4/840	Lighting	48PY02	EA	1	14.77	0.22	8.57
401	2,000	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	N192	Safety	2VLY7	PK	100	23.23	0.19	11.56
402	2,000	Pots&Pans Cleaner,Bottle,38oz,Liquid,PK8	DAWN	45112	Cleaning	1JYZ5	PK	8	104.75	0.22	44.24
403	2,000	Wire Rope Oval Sleeve,1/8 In,122 Copper	LOOS	SL2-4	Material Handling	16X778	EA	1	0.72	0.15	0.39
404	2,000	Knockout Plug,Conduit Size 1/2"	RACO	1042	Electrical	52AW71	EA	1	0.78	0.23	0.29
405	2,000	Chainsaw Lube,1 qt.,Jug	ECHO	6459012E	Lubrication	45J376	EA	1	12.75	0.1	5.88
406	2,000	8 oz.,Aerosol,Lubricant	WD-40	490026	Lubrication	20JY60	EA	1	10.07	0.1	5.28
407	2,000	Plug-In CFL Bulb,4100K,32W,17,000 hr	CURRENT	F32TBX/841/A/ECO	Lighting	1PHA5	EA	1	16.05	0.22	6.91
408	2,000	Marking Paint,20 oz,Brilliant Red	KRYLON INDUSTRIAL	A03911004	Paint, Equipment and Supplies	38EL34	EA	1	11.58	0.12	3.76
409	2,000	Linear FLUOR Bulb,T8,47-3/4" L,G13,3500K	CURRENT	F28T8/XL/SPX35/ECO	Lighting	2ETU2	EA	1	8.28	0.22	3.27
410	2,000	Exam Glove,Nitrile,Size XL,PK100	MICROFLEX	92-134	Safety	793JR5	PK	100	12.38	0.19	8.2
411	2,000	Flow Control Plug,Acorn	ACORN	2312-003-001	Plumbing	1KAA2	EA	1	15.39	0.2	8.99
412	2,000	Abrasive Cut-Off Wheel,60 Grit	BOSCH	TCWX27S450	Abrasives	54ZT80	EA	1	4.08	0.1	1.2
413	2,000	Glue Trap,10-1/4 In. L,5-7/32 In. W,PK2	CATCHMASTER	404SD	Outdoor Equipment	3LMN7	PK	2	7.43	0.12	2.93
414	2,000	Protectant,Trigger Spray,28 oz.	ARMOR ALL	10228A	Fleet and Vehicle Maintenance	52JM50	EA	1	24.86	0.08	12.19
415	2,000	Handle,60 in L,Tapered	RUBBERMAID COMMERCIAL PRODUCTS	FG636200NAT	Cleaning	53GX74	EA	1	13.96	0.22	5.29
416	2,000	Spray Foam Sealant,Cream,12 oz	GREAT STUFF	00157901	Adhesives, Sealants and Tape	48WK15	EA	1	20.31	0.1	9.44
417	2,000	Leather Gloves,11,Goatskin,PR	RINGERS GLOVES	664-11	Safety	115N41	PR	1	49.44	0.19	21.53
418	2,000	Diaphragm Assembly,Manual,Toilets,3.5GPF	SLOAN	A1038A	Plumbing	4FB31	EA	1	58.22	0.2	22.19
419	2,000	LED,10 W,A19,Medium Screw (E26)	PHILIPS	13.5A19/LED/950/FR/P/ND 4/1FB	Lighting	784N98	EA	1	4.01	0.22	2.87
420	2,000	LED,8.8 W,A19,2-Pin (GU24)	PHILIPS	8.8A19/PER/930/P/GU24/DIM 6/1FB T20	Lighting	55YD45	EA	1	7.52	0.22	3.13
421	2,000	Conduit Clamp,Steel,Overall L 2.334in	RACO	2084	Electrical	206F91	EA	1	0.39	0.23	0.24
422	2,000	Linear Fluorescent Bulb,40W,4100K	SYLVANIA	F40CWX	Lighting	56GK41	EA	1	4.56	0.22	3.26
423	2,000	Terminal Block,20 A,26 AWG,12 AWG	SCHNEIDER ELECTRIC	NSYTRV22	Electrical	23NY07	EA	1	2.04	0.23	0.87
424	2,000	Coated Gloves,Cotton/Polyester,L,PR	MCR SAFETY	9688L	Safety	48GH16	PR	1	4.63	0.19	2.1
425	2,000	Glass Scraper,Stiff,1-1/2",Carbon Steel	PACIFIC HANDY CUTTER, INC	MS-410	Hand Tools	4MUW8	EA	1	3.24	0.14	1.67
426	2,000	Hand Soap,BLU,1,250 mL,Botanical,PK3	GOJO	8816-03	Cleaning	12Z367	PK	3	100.19	0.22	36.03
427	2,000	Coated Gloves,3/4 Dip,10",L,	MCR SAFETY	9669L	Safety	21NM50	PR	1	2.19	0.19	1.42
428	2,000	Gen Purpose Gloves,Black/Blue,9	HYFLEX	11-618	Safety	36H145	PR	1	5.43	0.19	2.78
429	2,000	Disposable Gloves,L,Violet Blue,PK100	MICROFLEX	SU-690	Safety	794H56	PK	100	23.98	0.19	12.71
430	2,000	Battery,Alkaline,AA,Premium,PK36	DURACELL	mn15p36	Electronics, Appliances, and Batteries	39G076	PK	36	50.02	0.19	20.25
431	2,000	Linear Fluorescent Bulb,32W,4100K	SYLVANIA	FO32841XPXLECO3	Lighting	56GK06	EA	1	4.49	0.22	3.5
432	2,000	Coated Gloves,Blue/Gray,L,PR	SHOWA	300L-09	Safety	4JF56	PR	1	4.78	0.19	1.99
433	2,000	Tongue and Groove Plier,12" L	CHANNELLOCK	440	Hand Tools	4CR41	EA	1	27.26	0.14	14.9
434	2,000	Linear Fluorescent Bulb,17W,3500K	SYLVANIA	FO17/835/ECO	Lighting	56GK26	EA	1	3.95	0.22	3.08
435	2,000	Plug-In CFL Bulb,26W,1710 lm,4100K	SYLVANIA	CF26DD/E/841/ECO	Lighting	56GK85	EA	1	2.93	0.22	2.29
436	2,000	Conduit Clamp,Steel,Overall L 1.905in	RACO	1332	Electrical	206F24	EA	1	0.32	0.23	0.2
437	2,000	Coin Cell Battery,0.126" D,PK5	DURACELL PROCELL	PC2032	Electronics, Appliances, and Batteries	56FJ72	PK	5	7.86	0.19	1.95
438	2,000	Non-Detergent Compressor Oil,1 qt,Bottle	MOBIL	123001	Pneumatics	4ZF21	EA	1	15.66	0.11	7.27
439	2,000	Safety Glasses,Clear	SMITH & WESSON	21302	Safety	2UYG6	EA	1	13.91	0.19	5.89
440	2,000	Sanitizer Wipes,Canister,6 x 7-1/2".	PDI	P13472	Cleaning	9AM02	EA	1	13.87	0.22	7.55
441	2,000	Evaporator Cleaner,Aerosol,18 fl oz	NU-CALGON	4171-75	HVAC and Refrigeration	1ANJ6	EA	1	22.66	0.17	9.35
442	2,000	Wax Ring,Universal Fit	HARVEY	011003	Plumbing	2WY63	EA	1	3.85	0.2	2.39
443	2,000	Adjustable Cble Lockout,3 ft.,4 Lcks Max	MASTER LOCK	S806CBL3	Safety	39L528	EA	1	34.8	0.19	17.65
444	2,000	Inverted Striping Paint,18 oz,White	RUST-OLEUM	2391838V	Paint, Equipment and Supplies	784GN6	EA	1	21.51	0.12	11.57
445	2,000	Swiffer Wet Cloths,8 in W,Grn/Whte,PK12	SWIFFER	35154	Cleaning	20L002	PK	12	121.59	0.22	57.79
446	2,000	Recept,Wht,20 A,GFCI,2P3W,Back; Side,1PK	HUBBELL	GFRST20W	Electrical	39EA26	EA	1	42.77	0.23	15.85
447	2,000	Lockout Hasp,Snap-On,Red,4-3/8in. L	MASTER LOCK	416	Safety	40CL91	EA	1	9.08	0.19	5.71
448	2,000	Duct Tape,Gray,2 in x 50 yd,6.5 mil	3M	3903	Adhesives, Sealants and Tape	15F772	EA	1	18.23	0.1	8.99
449	2,000	Paper Towel Sheets,Brown,250,23504,PK16	GEORGIA-PACIFIC	23504	Cleaning	4CJ75	PK	16	77.52	0.22	29.02
450	2,000	Loose Absorbent,25 lb.,Bag,Tan	EP MINERALS	9825	Safety	191W88	EA	1	12.39	0.19	9.04
451	2,000	Disposable Gloves,XL,Violet Blue,PK100	MICROFLEX	SU-690	Safety	794H57	PK	100	23.98	0.19	16.67
452	2,000	Coated Gloves,Palm and Fingers,8,8"	HYFLEX	11-801	Safety	5AJ28	PR	1	6.49	0.19	4.11
453	2,000	Disposable Gloves,Nitrile,L,PK50	MICROFLEX	SEC-375-L	Safety	3RRK4	PK	50	20.98	0.19	12.47
454	2,000	Locknut,Steel,Trade Size 1/2"	RACO	1192	Electrical	52AU42	EA	1	0.18	0.23	0.11
455	2,000	Flapper,Fluidmaster	FLUIDMASTER	501P21G	Plumbing	406R72	EA	1	6.26	0.2	3.59
456	2,000	CutOff Whl,Gemini Ductile,14"x.125"x20mm	NORTON	66252837843	Abrasives	12V891	EA	1	18.18	0.1	9.71
457	2,000	Insect Killer,Indoor and Outdoor,15 oz.	RAID	300819	Outdoor Equipment	45CR52	EA	1	15.79	0.12	6.25
458	2,000	OTG Goggles,Antfg,Clr	HONEYWELL UVEX	S350	Safety	6T362	EA	1	14.63	0.19	6.24
459	2,000	Sports Drink Mix,Riptide Rush	GATORADE	33673	Safety	3AM69	EA	1	11.18	0.19	4.42
460	2,000	Conduit Fitting,Iron; Steel,Trd Sz 1/2in	RACO	3512RAC	Electrical	3LL05	EA	1	6.26	0.23	1.25
461	2,000	Diaphragm Assembly,Manual,Toilets,3.5GPF	ZURN	P6000-ECR-WS	Plumbing	4HCV6	EA	1	23.86	0.2	9.23
462	2,000	Linear FLUOR Bulb,T5,33-3/8" L,G5,4100K	CURRENT	F21WT5/841/ECO	Lighting	5AE17	EA	1	11.4	0.22	5.89
463	2,000	Coin Battery,Lithium,3VDC,2032,PK4	ENERGIZER	2032BP-4	Electronics, Appliances, and Batteries	45EJ83	PK	4	10.95	0.19	3.39
464	2,000	Flat Reflector,3",4000X	TELEMECANIQUE SENSORS	RF30	Electrical	5B317	EA	1	9.2	0.23	4.75
465	2,000	Locknut,Steel,Overall L 1 1/8in	RACO	1002	Electrical	43GX16	EA	1	0.39	0.23	0.22
466	2,000	Linear FLUOR Bulb,T8,47-3/4" L,G13,5000K	CURRENT	F28T8/XL/SPX50/ECO	Lighting	2ETU4	EA	1	7.16	0.22	3.72
467	2,000	Linear LED Bulb,T5,46" L,G5,4000K	CURRENT	LED26ET5/G/4/840	Lighting	436L59	EA	1	26.52	0.22	12.79
468	2,000	Braz Torque-Black/Pol Smk	EDGE EYEWEAR	TXB236	Safety	20C473	EA	1	47.28	0.19	21.04

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
469	2,000	Emergency Drinking Water,125mL	MAYDAY	78804	Safety	11C664	EA	1	0.99	0.19	0.46
470	2,000	Sink Drain,4 in Dia,SS	PERFECT PUTTY	59-3190	Plumbing	415F56	EA	1	16.19	0.2	11.66
471	2,000	Linear Fluorescent Bulb,14W,3500K	SYLVANIA	FP14/835/ECO	Lighting	56GK50	EA	1	4.25	0.22	3.31
472	2,000	Marking Paint,20 oz,Safety Red	RUST-OLEUM	264696	Paint, Equipment and Supplies	21CJ73	EA	1	11.01	0.12	3.85
473	2,000	Wire Rope Sleeve,1/16 In,304 SS	LOOS	SL11-2	Material Handling	16X827	EA	1	1.03	0.15	0.75
474	2,000	Tourniquet,Black,Nylon,2-13/32" L	COMBAT APPLICATION TOURNIQUET	30-0001	Safety	55MW30	EA	1	40.57	0.19	25.84
475	2,000	Paper Towel Roll,1000,Brown,26480,PK6	GEORGIA-PACIFIC	26480	Cleaning	6TKF3	PK	6	153.58	0.22	70.52
476	2,000	Adj. Bungee Strap,Black,24" L	KEEPER	06261	Material Handling	39J421	EA	1	3.8	0.15	1.98
477	2,000	Diaphragm Assembly,Manual,Urinals,1 GPF	SLOAN	A42A	Plumbing	4LW52	EA	1	32.71	0.2	15.55
478	2,000	Safety Glasses,Clear,Uncoated	PYRAMEX	S510S	Safety	34WR31	EA	1	1.84	0.19	1.22
479	2,000	Coated Gloves,Cotton/Polyester,XL,PR	MCR SAFETY	FT300XL	Safety	48GG95	PR	1	5.82	0.19	2.48
480	2,000	Faucet Repair Kit,Fits Delta	DELTA	RP3614	Plumbing	1NNZ1	EA	1	13.08	0.2	8.39
481	2,000	Nitrile Gloves,L,PK100	MECHANIX WEAR	D01-09-010-100	Safety	60NP58	PK	100	55.2	0.19	20.99
482	2,000	Line Marking Paint,20oz,APWA SafetyGreen	RUST-OLEUM	1634838V	Paint, Equipment and Supplies	783AE3	EA	1	12.22	0.12	4.09
483	2,000	Paper Towel Sheets,White,240,25190,PK10	GEORGIA-PACIFIC	25190	Cleaning	2U227	PK	10	94.97	0.22	39.22
484	2,000	Polyrex EM,Motor Grease,Cartridge,14 oz	MOBIL	124050	Lubrication	5XB54	EA	1	9.82	0.1	5.12
485	2,000	Striping Paint,20 oz,White	RUST-OLEUM	1691838V	Paint, Equipment and Supplies	784GN5	EA	1	12.62	0.12	8.47
486	2,000	Disposable Gloves,Nitrile,M,PK100	TOUCHNTUFF	92-600	Safety	4GC49	PK	100	26.44	0.19	9.25
487	2,000	Disposable Gloves,Nitrile,XL,PK100	SHOWA	6112PFXL	Safety	160F61	PK	100	18.72	0.19	8.54
488	2,000	Battery,Lithium,9V,Hi Performance	ENERGIZER	L522BP	Electronics, Appliances, and Batteries	49EV63	EA	1	22.24	0.19	13.07
489	2,000	Handle,60 in L,Threaded	MICHIGAN BRUSH	HND-25260	Cleaning	39AR57	EA	1	13.32	0.22	5.97
490	2,000	Elbow,90 Deg,Wrot Copper,3/4" Tube	NIBCO	607 3/4	Plumbing	5P053	EA	1	2.87	0.2	1.26
491	2,000	Combination Cartridge/Filter,Bayonet,PK2	3M	60926	Safety	4JG16	PK	2	52.46	0.19	27.31
492	2,000	Linear Fluorescent Bulb,24W,4100K	SYLVANIA	FP24/841/HO/ECO	Lighting	56GK35	EA	1	4.25	0.22	3.04
493	2,000	Beverage Cooler,Hard Sided,1.0 gal.	GATORADE	50423SM-23	Safety	3UZX4	EA	1	20.23	0.19	14.63
494	2,000	Cleaning Wipes,Citrus,9-1/2 x 12 In.	WYPALL	91371	Cleaning	4YCR4	EA	1	27.44	0.22	14.19
495	2,000	Disinfecting Wipes,75 ct,Canister,PK6	CLOROX	15949	Cleaning	22D015	PK	6	78.49	0.22	35.71
496	2,000	Contact Cleaner,Aerosol Can,13 oz.	CRC	02140	Cleaning	13P442	EA	1	48.05	0.22	19.94
497	2,000	Nitrile Gloves,XL,PK100	MECHANIX WEAR	D01-09-011-100	Safety	60NP59	PK	100	55.2	0.19	20.99
498	2,000	Battery,Alkaline,AAA,Premium,PK36	DURACELL	MN24P36	Electronics, Appliances, and Batteries	458J20	PK	36	53.73	0.19	20.25
499	2,000	Reciprocating Saw Blade,TPI 14,PK5	MILWAUKEE	48-00-5181	Power Tools	1BV12	PK	5	13.96	0.11	6.71
500	2,000	Evaporative Cooling Towel, Gray	CHILL-ITS BY ERGODYNE	6602	Safety	35YY79	EA	1	13.58	0.19	8.04
501	2,000	Elec Tape,66 ft Lx3/4 in W,7 mil,White	3M	10828	Adhesives, Sealants and Tape	2A228	EA	1	13.42	0.1	7.15
502	2,000	Storage Tote,Clear/White,Polypropylene	STERILITE	14928012	Material Handling	56JU36	EA	1	3.69	0.15	2.83
503	2,000	Container Dolly,250 lb.,Fits 55 gal.	RUBBERMAID COMMERCIAL PRODUCTS	FG264000BLA	Cleaning	5W007	EA	1	92.34	0.22	30.54
504	2,000	Toilet Paper Roll,750,White,19371,PK36	GEORGIA-PACIFIC	19371	Cleaning	3APV7	PK	36	159.54	0.22	67.36
505	2,000	Bungee Strap,Black,24" L,EPDM Rubber	KEEPER	06224	Material Handling	55JF78	EA	1	3.13	0.15	1.73
506	2,000	Sanitary Napkn Bags,10-1/4"x7-1/2",PK500	HOSPECO	KL	Cleaning	5FW85	PK	500	59.45	0.22	15.38
507	2,000	Chemical Resistant Glove,15 mil,Sz 10,PR	ALPHATEC	37-155	Safety	4T422	PR	1	3.68	0.19	2.13
508	2,000	Marking Paint,20 oz,Fluorescent Orange	RUST-OLEUM	264697	Paint, Equipment and Supplies	21CJ77	EA	1	11.01	0.12	3.85
509	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	SYLVANIA	22438	Lighting	60UA36	EA	1	5.04	0.22	3.53
510	2,000	Loose Wheel Nut Indicator,33mm,High Temp	CHECKPOINT	CPOHT33MM	Fleet and Vehicle Maintenance	38XK66	EA	1	1.29	0.08	0.84
511	2,000	Chemical Resistant Gloves,Nitrile,XL,PR	SHOWA	727-10	Safety	29UP91	PR	1	2.77	0.19	1.35
512	2,000	Marking Paint,20 oz,Brilliant White	KRYLON INDUSTRIAL	A03901004	Paint, Equipment and Supplies	38EL36	EA	1	11.58	0.12	3.76
513	2,000	LED,9 W,T13,4-Pin (G24q-3)	CURRENT	LED9G24Q-H/840	Lighting	460U56	EA	1	18.67	0.22	14.56
514	2,000	Waterproof Matches,PK40	MEDIQUE	78399	Furniture, Hospitality and Food Service	3WHL4	PK	40	1.59	0.05	1.03
515	2,000	Fluorescent,25 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/ADV841/XEW/ALTO 25 Watt	Lighting	492Y19	EA	1	9.01	0.22	2.85
516	2,000	Smoke Alarm,9V,Lithium,Ionization	FIRST ALERT	9120LBL	Safety	45TT73	EA	1	34.39	0.19	16.48
517	2,000	Linear FLUOR Bulb,T12,47-3/4"L,G13,6500K	CURRENT	F40DX/ECO	Lighting	6NB37	EA	1	4.95	0.22	1.9
518	2,000	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W765	Material Handling	1W765	EA	1	0.99	0.15	0.71
519	2,000	Multiprpse Grse,RedGrease,Cartrdge,14oz	BLASTER	GR-14C-HTR	Lubrication	443V02	EA	1	9.77	0.1	5.51
520	2,000	Water Softener Salt, 50 lb, Bag, Pellets	DIAMOND CRYSTAL	6141550	Plumbing	42DA15	EA	1	26.74	0.2	11.08
521	2,000	Fuel Cylinder,Propane,14.1 oz	BERNZOMATIC	333670	Welding	5UX34	EA	1	13.92	0.1	7.56
522	2,000	Paper Towel Roll,700,Brown,89440,PK6	GEORGIA-PACIFIC	89440	Cleaning	5UWL7	PK	6	146.41	0.22	66.49
523	2,000	Fluorescent,17 W,T8,Medium Bi-Pin (G13)	PHILIPS	F17T8/TL841/ALTO 30PK	Lighting	492X76	EA	1	8.74	0.22	4.82
524	2,000	Coated Gloves,L,Black/Red,PR	HONEYWELL NORTH	NF11/9L	Safety	2WTN7	PR	1	6.03	0.19	2.57
525	2,000	Polyurethane Sealant,Gray,525	3M	525	Adhesives, Sealants and Tape	4YDF7	EA	1	15.43	0.1	9
526	2,000	Glass Cleaner,Jug,1 gal.	WINDEX	696503	Cleaning	3U560	EA	1	24.45	0.22	11.34
527	2,000	Safety Glasses,Indoor/Outdoor	KLEENGUARD	25685	Safety	2UYF7	EA	1	9.13	0.19	3.56
528	2,000	Toilet Bowl Cleaner,32 oz.,Floral,Green	DIVERSEY	04578	Cleaning	10A369	EA	1	6.44	0.22	3.03
529	2,000	Chemical Resistant Gloves,Nitrile,M,PR	SHOWA	727-08	Safety	29UP89	PR	1	2.77	0.19	1.35
530	2,000	Tie Down Strap,Ratchet,Poly,15 ft.	LIFT-ALL	6A103	Material Handling	6A265	EA	1	31.42	0.15	7.8
531	2,000	Conduit Fitting,Iron; Steel,Trd Sz 3/4in	RACO	3513RAC	Electrical	3LL06	EA	1	9.49	0.23	2.24
532	2,000	Terminal Block,30 A,26 AWG,10 AWG	SCHNEIDER ELECTRIC	NSYTRV42	Electrical	23NY09	EA	1	2.29	0.23	1.05
533	2,000	2-Cycle Engine Oil,Full Synthetic,2.6oz	MAG 1	MAG63119	Fleet and Vehicle Maintenance	43Y868	EA	1	1.64	0.08	1.07
534	2,000	13.25 oz.,Aerosol,Dry Lubricant	SPRAYON	S00211000	Lubrication	12R252	EA	1	15.39	0.1	6.17
535	2,000	Safety Glasses,Gray	PYRAMEX	SB8620DT	Safety	45CR29	EA	1	5.92	0.19	3.89
536	2,000	Plug-In CFL Bulb,42W,3200 lm,4100K	SYLVANIA	CF42DT/E/IN/841/ECO	Lighting	56GK72	EA	1	6.71	0.22	5.23
537	2,000	Graffiti Rem,Trigger Spray Btl,22 oz	KRUD KUTTER	GR226	Cleaning	784GJ7	EA	1	17.19	0.22	5.99
538	2,000	Disposable Gloves,Nitrile,L,PK100	MCR SAFETY	6016BL	Safety	415N02	PK	100	46.14	0.19	10.61
539	2,000	Marking Paint,20 oz,Safety Yellow	KRYLON INDUSTRIAL	A03823007	Paint, Equipment and Supplies	54TH53	EA	1	13.26	0.12	4.31
540	2,000	Depressed Center Whl,T27,6x0.045x7/8,AO	NORTON	66252842202	Abrasives	6PH22	EA	1	5.77	0.1	2.91
541	2,000	Incandescent Bulb,A15,300 lm,40W	SATCO	S3810	Lighting	451F91	EA	1	1.29	0.22	0.58
542	2,000	Paint Brush,4 in,Chip,China Hair,Soft	PREMIER	WV40	Paint, Equipment and Supplies	38M518	EA	1	3.82	0.12	2.91
543	2,000	Voltage Detector, CAT IV 1000V, No Disp	FLUKE	Fluke-1AC-A1-II	Test Instruments	2KU25	EA	1	46.23	0.07	35.69
544	2,000	Ztek, Clear Lens	PYRAMEX	S2510S	Safety	29XT84	EA	1	2.4	0.19	1.33
545	2,000	Safety Glasses,Clear	HONEYWELL UVEX	S3200HS	Safety	38TJ78	EA	1	18.64	0.19	8.22
546	2,000	US Flag,5x8 Ft,Nylon	NYLGLO	2150	Office Supplies	3JN78	EA	1	103.87	0.05	34.69

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
547	2,000	Sanitizer Wipes,Canister,6 x 8"	SCRUBS	90985	Cleaning	5MP31	EA	1	18.25	0.22	7.97
548	2,000	Sunscreen,Tottle Bottle,4.000 oz.	CORTEX	18-204	Safety	1PBT3	EA	1	12.24	0.19	4.72
549	2,000	Inside Cover,Zurn	ZURN	P6000-L	Plumbing	4HCX6	EA	1	4.85	0.2	3
550	2,000	Paper Towel Disp,(1) Roll,Black,54338A	GEORGIA-PACIFIC	54338A	Cleaning	4TE15	EA	1	67.49	0.22	29.27
551	2,000	Conduit Fitting,Iron; Steel,Trd Sz 3/4in	RACO	3403	Electrical	6X771	EA	1	7.11	0.23	2.5
552	2,000	Strt Bld Cnr,Blk; Wht,2P3W,Elstmr,5-20R	HUBBELL	HBL5369C	Electrical	4A256	EA	1	63	0.23	22.33
553	2,000	Beverage Jug,Plastic,White/Blue,0.5 gal	COLEMAN	2158639	Safety	790LN3	EA	1	15.69	0.19	4.5
554	2,000	Eye Wash Preservative,8 oz.	GUARDIAN EQUIPMENT	G1540BA	Safety	2LVL5	EA	1	20.62	0.19	10.18
555	2,000	Plug-In CFL Bulb,4100K,13W,17,000 hr	CURRENT	F13DBX/841/ECO/4P	Lighting	1PGW5	EA	1	12.48	0.22	5.21
556	2,000	Spray Paint,OSHA Safety Yellow,12 oz.	RUST-OLEUM	1644830	Paint, Equipment and Supplies	6KN97	EA	1	12.37	0.12	6.26
557	2,000	Disposable Gloves,Nitrile,M,PK50	MICROFLEX	N862	Safety	3NFC5	PK	50	17.71	0.19	9.15
558	2,000	Evaporative Cooling Towel,Lime	CHILL-ITS BY ERGODYNE	6602	Safety	35YY80	EA	1	13.58	0.19	7.59
559	2,000	Door Stop Wedge XL,Ylw,6-3/4" L,PK2	MASTER	GD005	Hardware	4JG44	PK	2	9.31	0.05	3.95
560	2,000	Sink Drain,5 in Dia,Brass	PERFECT PUTTY	59-3220	Plumbing	415F58	EA	1	24.88	0.2	19.9
561	2,000	Linear LED Bulb,T8,48" L,G13,4000K	CURRENT	LED18ET8/G/4/840	Lighting	48PX96	EA	1	19.72	0.22	9.94
562	2,000	Acrylic Latex Caulk,White,Kwik Seal	DAP	18001	Adhesives, Sealants and Tape	5E080	EA	1	4.99	0.1	2.29
563	2,000	Coated Gloves,Palm and Fingers,XL	HYFLEX	48-101	Safety	2RA98	PR	1	3.02	0.19	1.62
564	2,000	Glass Scraper,Stiff,1-1/2",Carbon Steel	STANLEY	28-500	Hand Tools	6R029	EA	1	5.4	0.14	1.89
565	2,000	Grab Bar,SS,Satin,12 in L	BRADLEY	8120-001120-GR	Plumbing	33MP33	EA	1	46.14	0.2	25.77
566	2,000	Metallic Conduit,Steel,Trd Sz 3/4in	ALLIED	583203	Electrical	6XC31	EA	1	20.99	0.23	8.48
567	2,000	Masking Tape,1 7/8" W,60 yd L,Blue	SHURTAPE	CP 27	Adhesives, Sealants and Tape	6FET7	EA	1	14.64	0.1	6.52
568	2,000	Rocker Wall Plate,Stnd;Wht,1Gng,Smth Stn	HUBBELL	P26W	Electrical	55KT13	EA	1	0.74	0.23	0.47
569	2,000	Disposable Gloves,Nitrile,2XL,PK100	MICROFLEX	LSE-104	Safety	464D75	PK	100	41.01	0.19	18.38
570	2,000	Conduit Clamp,Iron,Overall L 2.538in	RACO	1343	Electrical	206F74	EA	1	1.91	0.23	1.2
571	2,000	Conduit Clamp,Iron,Overall L 2.219in	RACO	1303	Electrical	206F15	EA	1	1.54	0.23	0.82
572	2,000	Coated Gloves,Black/Blue,L	SHOWA	380L-08	Safety	2AFD5	PR	1	6.71	0.19	3.34
573	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/ADV841 ALTO 30PK	Lighting	492X61	EA	1	9.14	0.22	3.52
574	2,000	Coupling,Steel,Overall L 1 59/64in	RACO	2023	Electrical	52AU59	EA	1	0.97	0.23	0.51
575	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL841 PLUS ALTO HV 30PK	Lighting	492X58	EA	1	8.21	0.22	5.33
576	2,000	Hard Hat,Type 1, Class E,Ratchet,Yellow	BULLARD	33YLR	Safety	9T775	EA	1	37.02	0.19	19.2
577	2,000	Disinfecting Wipes,160 ct,Canister	PDI	Q89072	Cleaning	9MCC1	EA	1	14.74	0.22	6.22
578	2,000	Body Wash/Sham Combo,GRN,Floral,PK2	OPS	1405-04G	Cleaning	36TY80	PK	2	115.16	0.22	46.87
579	2,000	Fluorescent,17 W,T8,Medium Bi-Pin (G13)	PHILIPS	F17T8/TL841/PLUS/ALTO	Lighting	492Y10	EA	1	6.87	0.22	3.99
580	2,000	Hang and Stack Bin,Blue,Plastic,5 in	AKRO-MILS	30230BLUE	Material Handling	2W778	EA	1	8.74	0.15	3.37
581	2,000	Cooling Hat,Lime,L/XL	CHILL-ITS BY ERGODYNE	8935CT	Safety	16V846	EA	1	23.22	0.19	13.93
582	2,000	Battery,D,Premium,1.5VDC,PK12	DURACELL PROCELL	PX1300	Electronics, Appliances, and Batteries	55EC95	PK	12	25.51	0.19	15.17
583	2,000	Spud Coupling Assembly,Sloan	SLOAN	F5AT	Plumbing	2XU28	EA	1	24.09	0.2	13.25
584	2,000	CFL,26 W,PL-C,4-Pin (G24q-3)	PHILIPS	PL-C 26W/41/4P/ALTO	Lighting	492Z19	EA	1	7.84	0.22	4.91
585	2,000	Reducing Washer,3/4" to 1/2" Conduit Sz	RACO	1365	Electrical	52AW36	EA	1	0.29	0.23	0.1
586	2,000	Duct Tape,Silver,1 7/8 in x 60 yd,10 mil	NASHUA	396	Adhesives, Sealants and Tape	5AD15	EA	1	11.05	0.1	3.71
587	2,000	Line Marking Paint,20 oz,Fluor. Orange	RUST-OLEUM	203027V	Paint, Equipment and Supplies	783AD2	EA	1	12.22	0.12	4.09
588	2,000	Coupling,Steel,Overall L 1 37/64in	RACO	2022	Electrical	52AU58	EA	1	0.6	0.23	0.33
589	2,000	Flapper,Fluidmaster	FLUIDMASTER	Pro 54	Plumbing	1APJ5	EA	1	6.31	0.2	3.68
590	2,000	Abrsv Cut-Off Wheel,T27,4-1/2in,7/8in	UNITED ABRASIVES-SAIT	22072	Abrasives	1AUC1	EA	1	5.23	0.1	2.61
591	2,000	Trigger Sprayer,24 oz; 32 oz,12 1/4"H	TOLCO	110550	Cleaning	1CH72	EA	1	3.43	0.22	1.67
592	2,000	Cut Resistant Gloves,Blue/Gray,M,PR	ACTIVARMR	80-100	Safety	4JY12	PR	1	5.09	0.19	3.31
593	2,000	Paint Brush,2",Chip,China Hair,1 1/2"L	WEILER	40181	Paint, Equipment and Supplies	36XE58	EA	1	1.13	0.12	0.74
594	2,000	Coated Glvs,Palm Finger,Blk/Gry,8,PR	HYFLEX	11-600	Safety	4JU92	PR	1	3.59	0.19	2.2
595	2,000	Safety Glasses,Smoke	RADIANS	MR0120ID	Safety	6XKD3	EA	1	1.88	0.19	1.18
596	2,000	Safety Glasses,Clear	MCR SAFETY	BK110AF	Safety	3NTZ3	EA	1	3.41	0.19	1.7
597	2,000	Elec Tape,60 ft Lx3/4 in W,13 mil,Black	3M	1755 3/4"X60'	Adhesives, Sealants and Tape	4YT85	EA	1	12.87	0.1	6.6
598	2,000	Fuse,Midget,10A,BAF Series	BUSSMANN	BAF-10	Electrical	6C170	EA	1	5.03	0.23	2.59
599	2,000	Pleated Air Filter	PURAFILTER	20252MV13	HVAC and Refrigeration	60YP46	EA	1	24.41	0.4	14.65
600	2,000	Disp Glv,Blk,Nitrile,Exam PF,XXL,PK100	MICROFLEX	MK-296	Safety	794H47	PK	100	21.27	0.19	15.51
601	2,000	11 wt oz.,Aerosol,Lubricant	CRC	03005	Lubrication	2F141	EA	1	12.75	0.1	6.07
602	2,000	MechConn,Copper,13/64 in,Slotted	BLACKBURN	L35	Electrical	3LR06	EA	1	3.49	0.23	1.42
603	2,000	Push-In Connector,Gray,0.81",400V	WAGO	222-412	Electrical	798HP0	EA	1	2.38	0.23	1.65
604	2,000	Knockout Plug,Conduit Size 3/4"	RACO	1043	Electrical	52AW72	EA	1	0.84	0.23	0.33
605	2,000	2-Cycle Engine Oil,Conventional,2.6 oz	MAG 1	MAG60179	Fleet and Vehicle Maintenance	20RW81	EA	1	1.25	0.08	0.79
606	2,000	Replacement Razor Blades,PK10	STANLEY	28-510	Hand Tools	6R030	PK	10	3.52	0.14	2.4
607	2,000	Door WedgeNo Slip,Gray,4-3/4 In.L,PK2	MASTER	GD002	Hardware	4JG43	PK	2	9.72	0.05	3.79
608	2,000	Wasp and Hornet Killer,18 oz.,Aerosol	SPECTRACIDE	HG-30110	Outdoor Equipment	48LR83	EA	1	14.33	0.12	5.67
609	2,000	Toilet Paper Roll,1500,White,19378,PK18	GEORGIA-PACIFIC	19378	Cleaning	1FC17	PK	18	122.99	0.22	55.28
610	2,000	Insect Repellent,Liquid Spray,4 oz.	REPEL	HG-94109	Outdoor Equipment	48WK08	EA	1	13.22	0.12	5.36
611	2,000	Hook-and-Loop Sanding Disc,5 in Dia	NORTON	66261183918	Abrasives	783RH1	EA	1	0.68	0.1	0.57
612	2,000	Graffiti Rem,Aero Spray Can,GoofOff,16oz	GOOF OFF	FG673	Cleaning	494K90	EA	1	21.06	0.22	14.79
613	2,000	Gasket,Zurn,Neoprene	ZURN	Z1200-NEOSEAL-GSKT-4	Plumbing	41H972	EA	1	83.26	0.2	12.26
614	2,000	TglSwchWllPlt,Stnd;Ivory,1Gng,Smth Stn	HUBBELL	P1I	Electrical	55KR92	EA	1	0.97	0.23	0.47
615	2,000	Linear LED Bulb,T5,46" L,G5,4000K	CURRENT	LED13ET5G4/840HE	Lighting	55GU25	EA	1	28.38	0.22	16.08
616	2,000	Battery,AA,Premium,1.5VDC,PK24	DURACELL PROCELL	PX1500	Electronics, Appliances, and Batteries	55EC97	PK	24	22.24	0.19	10.87
617	2,000	Linear LED Bulb,T8,24"L,2-Pin(G13),4000K	CURRENT	LED9BDT8/G2/840	Lighting	55GU02	EA	1	16.34	0.22	11.48
618	2,000	Through Type Insert,3/8 In	PARKER	63NTA-6	Plumbing	11K647	EA	1	0.93	0.2	0.36
619	2,000	Handheld Sprayer,Polyethylene,2 gal	CHAPIN	20002	Outdoor Equipment	6PKJ5	EA	1	43.39	0.12	18.76
620	2,000	Duct Tape,Black,27.4 m Tape L	GORILLA	105629	Adhesives, Sealants and Tape	787ER2	EA	1	17.92	0.1	15
621	2,000	Wax Ring,Universal Fit	HERCULES	90210	Plumbing	39AT78	EA	1	3.13	0.2	1.61
622	2,000	Hard Hat Sweatband,Tan,Terrycloth	MSA	10068890	Safety	4RB54	EA	1	4.97	0.19	2.57
623	2,000	Master Rebuild Kit,Toilets	SLOAN	R1003A	Plumbing	2VEE5	EA	1	48.25	0.2	18.34
624	2,000	Battery,Lithium,Size 123,3VDC	DURACELL	DL123ABPK	Electronics, Appliances, and Batteries	1ANB7	EA	1	10.85	0.19	4.38

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
625	2,000	Temporary Marking Paint,20 oz,Green,Can	KRYLON INDUSTRIAL	A03904004	Paint, Equipment and Supplies	38EL33	EA	1	11.58	0.12	3.76
626	2,000	Linear LED Bulb,T8,48"L,2-Pin(G13),4000K	CURRENT	LED14ET8/G4/840CT	Lighting	55GT92	EA	1	15.19	0.22	10.66
627	2,000	ProPress adapter, 3/4" x 3/4"	VIEGA PROPRESS	79230	Plumbing	5UMC0	EA	1	6.82	0.2	4.78
628	2,000	Line Marking Paint,20 oz,Safety Red	RUST-OLEUM	203029V	Paint, Equipment and Supplies	783AD4	EA	1	12.22	0.12	4.09
629	2,000	Elec Tape,66 ft Lx3/4 in W,7 mil,Red	3M	10810	Adhesives, Sealants and Tape	2A229	EA	1	13.42	0.1	7.15
630	2,000	Hand Sanitizer,Bottle,Gel	PURELL	3691-12	Cleaning	20W433	EA	1	12.78	0.22	5.27
631	2,000	Incandescent Bulb,A15,415 lm,40W	CURRENT	40A15 CD	Lighting	5V755	EA	1	2.4	0.22	0.88
632	2,000	Linear LED Bulb,T8,48" L,G13,5000K	CURRENT	LED18ET8/G/4/850	Lighting	48PX97	EA	1	22.29	0.22	10.78
633	2,000	RV/Marine Antifreeze,1 gal.	SPLASH	619526	Fleet and Vehicle Maintenance	2EXW9	EA	1	12.05	0.08	5.45
634	2,000	Disposable Gloves,Rubber Latex,M,PK50	MICROFLEX	SG-375-M	Safety	2TEL9	PK	50	29.81	0.19	14.34
635	2,000	Adhesive Bandages,Fabric,3"Lx1"W,PK16	FIRST AID ONLY	1-008	Safety	39N868	PK	16	2.33	0.19	1.51
636	2,000	Range Chrome Burner Bowl,8"	GE	WB31M15	Electronics, Appliances, and Batteries	58NN33	EA	1	10.03	0.19	7.31
637	2,000	Coated Gloves,Nylon,L,PR	MCR SAFETY	9666L	Safety	33M008	PR	1	2.29	0.19	1.51
638	2,000	Emrg Lght,Plst,Nick Cadm,1W,LED	COMPASS	CU2	Lighting	46T222	EA	1	58.66	0.22	22.25
639	2,000	Digital Thermometer,Oral,2-7/64 In. L	MABIS	15-691-000	Safety	4WPF1	EA	1	7.81	0.19	4.72
640	2,000	Conduit Clamp,Iron,Overall L 2.016in	RACO	1302	Electrical	206F14	EA	1	1.52	0.23	0.91
641	2,000	Elbow,90 deg.,Polyalloy,1/2" x 1/2" Tube	ZURN PEX	QQPE33X	Plumbing	10A549	EA	1	1.35	0.2	0.79
642	2,000	Wire Rope Oval Sleeve,5/32 In,122 Copper	LOOS	SL2-5	Material Handling	16X779	EA	1	1.01	0.15	0.77
643	2,000	Fem Disc,Tin,Brass,Nylon	3M	MNI14-250DFIK	Electrical	2JLD5	EA	1	0.76	0.23	0.53
644	2,000	Locknut,Steel,Overall L 1 25/64in	RACO	1003	Electrical	43GX17	EA	1	0.42	0.23	0.27
645	1,000	Safety Glasses,Clear	MCR SAFETY	KD110AF	Safety	3WMJ5	EA	1	5.39	0.19	3.02
646	1,000	Adapter,Wrot Copper,1/2" Tube,CxMNPT	NIBCO	604 1/2	Plumbing	1VLV5	EA	1	2.12	0.2	1.44
647	1,000	Coated Gloves,Nylon,XL,PR	MCR SAFETY	N9674XL	Safety	2ELL9	PR	1	6.97	0.19	2.84
648	1,000	ProPress coupling w/ stop, 3/4" x 3/4"	VIEGA PROPRESS	78052	Plumbing	1RPG1	EA	1	4.49	0.2	3.21
649	1,000	Coated Gloves,XL,Black/Red,PR	HONEYWELL NORTH	NF11/10XL	Safety	2WTN8	PR	1	6.03	0.19	2.57
650	1,000	Sanitizer Wipes,Box,5 x 8",1EA	PDI	D43600	Cleaning	9RAE2	EA	1	13.15	0.22	8.24
651	1,000	Connector,Steel,Overall L 1 13/32in	RACO	2002	Electrical	52AU49	EA	1	0.56	0.23	0.36
652	1,000	Safety Glasses,Clear	HONEYWELL UVEX	S4200	Safety	3NTY7	EA	1	11.04	0.19	4.69
653	1,000	Insect Repellent,Aerosol,6.5 oz.	REPEL	HG-33801	Outdoor Equipment	48WJ99	EA	1	13.05	0.12	4.88
654	1,000	Hand Soap,CLR,2,000 mL,PK2	GOJO	5265-02	Cleaning	2RRD6	PK	2	112.21	0.22	40.21
655	1,000	U-Bend LED Bulb,T8,4000K,1900 lm,13W	CURRENT	LED13ET8/U6/840	Lighting	48UV48	EA	1	28.64	0.22	15.48
656	1,000	Fire Extinguisher,Aluminum,Red,ABC	KIDDE	PRO5MP	Safety	5T899	EA	1	91.61	0.19	40.9
657	1,000	G304 Goggles Pyramex	PYRAMEX	G304	Safety	29XT26	EA	1	6.92	0.19	3.82
658	1,000	Plug-In CFL Bulb,32W,2400 lm,4100K	SYLVANIA	CF32DT/E/IN/841/ECO	Lighting	56GK83	EA	1	6.71	0.22	5.23
659	1,000	Cold Patch,50 lb	PERMA-PATCH	PP-50-CP	Adhesives, Sealants and Tape	55EK37	EA	1	44.88	0.1	31.36
660	1,000	Thread Sealant Tape,1" W,White	ANTI-SEIZE TECHNOLOGY	26160	Adhesives, Sealants and Tape	34D503	EA	1	2.32	0.1	1.4
661	1,000	Linear LED Bulb,120 to 347VAC,13W	MAXLITE	L13T8DF450-CG5	Lighting	56LG04	EA	1	13.53	0.22	9.5
662	1,000	3 oz.,Aerosol,Lubricant	WD-40	490002	Lubrication	20JY59	EA	1	6.54	0.1	3.65
663	1,000	Ceiling Sealing Paint,13 Oz	ZINSSER	3688	Paint, Equipment and Supplies	4HFE7	EA	1	14.65	0.12	6.78
664	1,000	Lever Door Holder,Clear Aluminum	KABA ILCO	IL-KDDH-4-AL	Hardware	40JK99	EA	1	7.53	0.05	3.57
665	1,000	Windshield Washer,6 oz.,Plastic Bottle	GUNK	M506	Fleet and Vehicle Maintenance	54YK27	EA	1	3.18	0.08	2.09
666	1,000	Headlamp,Plastic,Red,300lm	ENERGIZER	HDBIN32EB	Lighting	40XA77	EA	1	29.37	0.22	12.07
667	1,000	Paper Towel Roll,1150,White,26490,PK6	GEORGIA-PACIFIC	26490	Cleaning	52RW77	PK	6	206.83	0.22	79.56
668	1,000	Linear FLUOR Bulb,T5,21-5/8" L,G5,3500K	CURRENT	F24W/T5/835/HO/ECO	Lighting	5AE25	EA	1	13.88	0.22	8.98
669	1,000	Combination Padlock,2 in,Round,Silver	MASTER LOCK	1500DWWG	Security	6X694	EA	1	13.31	0.15	6.89
670	1,000	Chemical Resistant Gloves,Black,Sz 10,PR	SHOWA	7712-10	Safety	3JRH5	PR	1	5.09	0.19	2.65
671	1,000	Prison Toiler Control Stops,Acorn	ACORN	2570-000-001	Plumbing	2EWA3	EA	1	177.07	0.2	77.08
672	1,000	Mechanics Gloves,Black,10,PR	MECHANIX WEAR	MG-05-010	Safety	2NPL2	PR	1	33.02	0.19	18
673	1,000	Combination Padlock,2 in,Round,Silver	MASTER LOCK	1525 Custom Key	Security	4T103	EA	1	12.52	0.15	8.44
674	1,000	Loose Absorbent,Bag,Size 1.5 cu. ft.	STARDUST	D15CF	Safety	491R33	EA	1	31.67	0.19	15.19
675	1,000	Disposable Gloves,Nitrile,2XL,PK100	MICROFLEX	N645	Safety	13G204	PK	100	17.84	0.19	12.5
676	1,000	Instant Cold Pack,White,4"Lx5"W,Plastic	FIRST AID ONLY	21-004	Safety	39P018	EA	1	2.63	0.19	1.66
677	1,000	Cleaner Cartridge,Sloan	SLOAN	WES150	Plumbing	4FB39	EA	1	87.34	0.2	50.53
678	1,000	Cut-Resistant Gloves,L/9,PR	ACTIVARMR	80-400	Safety	2RA88	PR	1	9.51	0.19	5.69
679	1,000	VF,Coated Glove,Blk/Gry,9,20KJ47,PR	HYFLEX	11-840VP	Safety	62HZ89	PR	1	6.95	0.19	3.45
680	1,000	Replacement Tube Cutting Wheel	RIDGID	E-3469	Hand Tools	4CW65	EA	1	8.88	0.14	4.73
681	1,000	Wax Ring,Universal Fit	HARVEY	004309	Plumbing	5PA59	EA	1	6.6	0.2	4.14
682	1,000	Duster,8 in W	UNGER	COBW0	Cleaning	6DTG5	EA	1	15.38	0.22	6.15
683	1,000	Cut-Off Wheel,13,300 rpm,4-1/2" dia.	DEWALT	DWA8062F	Abrasives	49ZZ79	EA	1	3.04	0.1	2.09
684	1,000	Acrylic Latex Caulk,White,Alex Painters	DAP	18670	Adhesives, Sealants and Tape	5E079	EA	1	3.99	0.1	2.01
685	1,000	Support Clip,Ivory,Steel,Clips	LEGRAND	V5703	Electrical	4YER9	EA	1	1.02	0.23	0.57
686	1,000	BlnkBxMntWllPlt,Stnd;Ivory,1Gng,Smth Stn	HUBBELL	P13I	Electrical	55KU05	EA	1	0.87	0.23	0.56
687	1,000	Disposable Respirator,Universal,N95,PK10	3M	8210V	Safety	14F203	PK	10	31.26	0.19	16.63
688	1,000	Tape Measure,1 In x 25 ft,Chrome,In/Ft	STANLEY	33-425	Hand Tools	6A498	EA	1	32.28	0.14	15.11
689	1,000	Snow Brush,Pivot Head,Alum,34 to 52 In	MALLORY	583-EP	Fleet and Vehicle Maintenance	1GLP9	EA	1	21.73	0.08	8.4
690	1,000	TriggerSprayBottle,24oz,10 5/8"H,Clr,PK3	IMPACT	5024HG/4806-91	Cleaning	30GE90	PK	3	10.87	0.22	4.13
691	1,000	Vehicle Inspection Form,2 Ply,Carbonless	JJ KELLER	1854	Fleet and Vehicle Maintenance	38D297	EA	1	7.24	0.08	3.95
692	1,000	Keyed Padlock, 13/16 in,Rectangle,Silver	MASTER LOCK	500KABRKLH	Security	4DJR4	EA	1	14.4	0.15	7.61
693	1,000	Mold-Resistant Coating,White,5 gal,Pail	FIBERLOCK TECHNOLOGIES	8360-5	Paint, Equipment and Supplies	8CKV2	EA	1	639.28	0.12	251.07
694	1,000	Exam Glove,Nitrile,Size M ,PK100	MICROFLEX	92-134	Safety	793JR3	PK	100	12.38	0.19	8.2
695	1,000	Cut-Off Wheel,13,300 rpm,7/8" Arbor Hole	DEWALT	DWA8424F	Abrasives	49ZZ80	EA	1	3.48	0.1	2.26
696	1,000	Weatherproof Cover,Metallic	BELL	5173-0	Electrical	2V706	EA	1	1.74	0.23	0.89
697	1,000	Cable Conduit Clip Hanger,Steel	NVENT CADDY	KX	Electrical	2KWU2	EA	1	1.43	0.23	0.53
698	1,000	Compressor Oil Coolant, 1 L, Bottle	INGERSOLL RAND	38440228	Pneumatics	2YY83	EA	1	40.59	0.11	16.97
699	1,000	Linear FLUOR Bulb,T8,47-3/4"L,G13,5000K	CURRENT	F32T8/XL/SPX50/HL/ECO	Lighting	4ZY40	EA	1	7.97	0.22	3.31
700	1,000	Combination Padlock,1 1/2in,Rectgle,Gold	MASTER LOCK	175LH	Security	1U173	EA	1	35.03	0.15	17.78
701	1,000	BlnkBxMntWllPlt,Stnd;Wht,1Gng,Smth Stn	HUBBELL	P13W	Electrical	55KU06	EA	1	1.21	0.23	0.56
702	1,000	Water Softener Salt, 50 lb, Cubes	DIAMOND CRYSTAL	100012455	Plumbing	52ZX55	EA	1	25.04	0.2	13.53

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
703	1,000	Cut-Resistant Gloves,L/9,PR	HYFLEX	11-939	Safety	54EL02	PR	1	25.42	0.19	11.07
704	1,000	CutOff Wheel,Rightcut,4-1/2"x.040"x7/8"	NORTON	07660701617	Abrasives	25TY43	EA	1	3.32	0.1	1.84
705	1,000	Wastebasket,Rectangular,7 gal.,Black	RUBBERMAID COMMERCIAL PRODUCTS	FG295600BLA	Cleaning	5W001	EA	1	17.02	0.22	6.41
706	1,000	Split Key Ring,1-1/2 in.,Tempered Steel	HY-KO PRODUCTS	KB109	Security	36DZ32	EA	1	1.39	0.15	0.89
707	1,000	Slide Latch,Zinc,Bright	ASI GLOBAL PARTITIONS	40-8562899	Plumbing	3PEN4	EA	1	16.13	0.2	8.8
708	1,000	Air Freshener,Card w/ String,Black,PK3	LITTLE TREES	U3S-32055	Fleet and Vehicle Maintenance	52HF68	PK	3	6.18	0.08	2.68
709	1,000	In-Line Fuse Kit	CURRENT	BT8-1AFUSEKIT	Lighting	494G97	EA	1	5.62	0.22	4.02
710	1,000	Coated Gloves,Palm and Fingers,L	HYFLEX	48-101	Safety	2RA97	PR	1	3.02	0.19	1.62
711	1,000	Conduit Clamp,Iron,Overall L 2.297in	RACO	1342	Electrical	206F34	EA	1	1.89	0.23	1.2
712	1,000	Connector,Steel,Overall L 1 7/16in	RACO	2122	Electrical	43GX31	EA	1	1.12	0.23	0.51
713	900	Toilet Paper Roll,450,White,16880,PK80	GEORGIA-PACIFIC	16880	Cleaning	10F284	PK	80	174.98	0.22	82.56
714	900	110 W,T12,Recessed Double Contact (R17d)	PHILIPS	TL F96T12/CW/HO-O ALTO 110W FLUOR. LAMP	Lighting	492Y03	EA	1	13.34	0.22	9.35
715	900	Disposable Gloves,Nitrile,XL,PK100	MCR SAFETY	6016BXL	Safety	415N03	PK	100	46.14	0.19	18.87
716	900	Disposable Gloves,Rubber Latex,XL,PK50	MCR SAFETY	5049XL	Safety	392D16	PK	50	30.36	0.19	18.22
717	900	Personal Eye Wash Bottle,4 oz.	HONEYWELL	32-000452-0000	Safety	3PVT4	EA	1	7.97	0.19	3.62
718	900	Single-Lever Cartridge,Moen,Brass	KISSLER	46-0012	Plumbing	2FGR7	EA	1	13.31	0.2	9.58
719	900	Tee,Wrot Copper,1/2" Tube,CxCxC	NIBCO	611 1/2	Plumbing	5P098	EA	1	1.97	0.2	1.26
720	900	Bushing,Steel,Overall L 0.563in	RACO	1142	Electrical	52AW35	EA	1	1.89	0.23	0.73
721	900	Tailpiece, 12 In L,1 1/4 In Pipe Dia	ZURN	Z8966-12-PC	Plumbing	4WDH3	EA	1	24.83	0.2	13.25
722	900	Engine Oil,30,Conventional,1qt	VALVOLINE	FR1210H/822382	Fleet and Vehicle Maintenance	1UBY5	EA	1	9.37	0.08	5.73
723	900	Bushing,Plastic,Overall L 13/32in	RACO	1403	Electrical	52AU53	EA	1	0.46	0.23	0.18
724	900	Single Point Hook,Molded Plastic,7/8 In	COMMAND	17003	Hardware	5MVJ8	EA	1	6.88	0.05	3.45
725	900	Actuator Assembly,Sloan	SLOAN	EL128A	Plumbing	2XU56	EA	1	46.37	0.2	25.68
726	900	Windshield Wash Cleaner,1 Gal,32 F	SPLASH	235826	Fleet and Vehicle Maintenance	2EXW7	EA	1	3.95	0.08	2.47
727	900	Mobilux EP 2,EP Grease,Cartridge,14 oz	MOBIL	122136	Lubrication	2RV31	EA	1	11.46	0.1	4.86
728	900	Gen Purpose Gloves,Black/Blue,10	HYFLEX	11-618	Safety	36H146	PR	1	5.43	0.19	2.83
729	900	Half Mask Respirator,Elastomer,Gray	3M	6300	Safety	6AP71	EA	1	25.23	0.19	13.65
730	900	Disposable Gloves,Nitrile,XL,PK50	MICROFLEX	SEC-375-XL	Safety	3RRK7	PK	50	20.98	0.19	12.47
731	900	Utility Knife,6-3/8 In.,Gray	STANLEY	10-499	Hand Tools	5C944	EA	1	9.34	0.14	3.88
732	900	Push Button Assembly,Sloan	SLOAN	C70A	Plumbing	3EPU9	EA	1	12.41	0.2	7.84
733	900	Coated Gloves,Nylon,L,PR	MCR SAFETY	96731HVL	Safety	48GJ59	PR	1	3.67	0.19	2.12
734	900	Hard Hat,Type 1, Class E,Ratchet,White	MSA	475358	Safety	4LN95	EA	1	27.92	0.19	13.18
735	900	LED,12 W,T8,Medium Bi-Pin (G13)	PHILIPS	2T8/COR/48-850/MF18/G 10/1	Lighting	60WT54	EA	1	15.51	0.22	4.7
736	900	Disposable Gloves,Nitrile,2XL,PK50	MICROFLEX	N865	Safety	3NFC8	PK	50	17.71	0.19	10.78
737	900	LED,5 W,Tube,2-Pin (GX23)	PHILIPS	5PL-S/LED/13H/840/IF5/P/2P 20/1	Lighting	494C80	EA	1	10.36	0.22	6.59
738	900	Safety Glasses,Smoke	RADIANS	MR012IID	Safety	6XKD4	EA	1	2.53	0.19	1.69
739	900	Air Cleaner Filter,HEPA,17x13x2"	FELLOWES	9287201	HVAC and Refrigeration	459V97	EA	1	89.61	0.4	50.93
740	900	Battery,Alkaline,D,Premium,PK12	DURACELL	MN1300	Electronics, Appliances, and Batteries	21EK77	PK	12	33.81	0.19	22.37
741	900	Razor Blade,1-1/2" W, PK100	STANLEY	11-515	Hand Tools	4A807	PK	100	10.67	0.14	2.36
742	900	Gasket,American Standard	AMERICAN STANDARD	034638-0070A	Plumbing	3KTE1	EA	1	7.8	0.2	4.54
743	900	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	N483	Safety	4GXL9	PK	100	28.74	0.19	18.41
744	900	Insect Repellent,Clean Feel Spritz	OFF	629380	Outdoor Equipment	2CYD9	EA	1	15.29	0.12	7.72
745	900	Graffiti&Sp Paint Rem,Aero Sp Can,17.5oz	ITW DYMON	7820	Cleaning	6UAX9	EA	1	16.95	0.22	6.72
746	900	Linear LED Bulb,T8,48"L,2-Pin(G13),4000K	CURRENT	LED11BDT8/G4/840	Lighting	55XC97	EA	1	13.18	0.22	9.25
747	900	Coin Battery,Lithium,3VDC,1632	ENERGIZER	ECR1632BP	Electronics, Appliances, and Batteries	45EK26	EA	1	4.88	0.19	2.78
748	900	Exit Door Alarm,Annunciation,95 to 105dB	SAFETY TECHNOLOGY INTERNATIONAL	STI-6400	Security	1DPE1	EA	1	124.81	0.15	66.29
749	900	Master Rebuild Kit,Toilets	SLOAN	R1004A	Plumbing	2VEE6	EA	1	44.38	0.2	31.95
750	900	Plug-In CFL Bulb,26W,1710 lm,3500K	SYLVANIA	CF26DD/835/ECO	Lighting	56GK49	EA	1	4.77	0.22	3.72
751	900	Cartridge,Black,Bayonet,PK2	3M	6001	Safety	6AM37	PK	2	25.42	0.19	13.02
752	900	Edger Blade, 7 3/4 In.	STENS	375661	Outdoor Equipment	11T616	EA	1	6.81	0.12	5
753	900	Conduit Access Cover,Steel	HUBBELL KILLARK	270	Electrical	2MY57	EA	1	8.95	0.23	3.33
754	900	ProPress adapter, 1/2" x 1/2"	VIEGA PROPRESS	79215	Plumbing	5UMA7	EA	1	4.03	0.2	2.7
755	900	Neck Shade,Nylon,Yellow/Green	MSA	10098032	Safety	5KAX6	EA	1	19.53	0.19	9.19
756	900	Plug-In CFL Bulb,4100K,26W,10,000 hr	CURRENT	F26DBX/841/ECO	Lighting	1PGY3	EA	1	10.34	0.22	5
757	900	Starting Fluid,Aerosol,11 Oz.	PYROIL	PYSFR11	Fleet and Vehicle Maintenance	21A070	EA	1	6.79	0.08	3.6
758	900	Circuit Breaker Lockout,Red,Steel	MASTER LOCK	493B	Safety	1TDB2	EA	1	12.53	0.19	4.98
759	900	Tgl Swch Wll Plt,Stnd;Wht,1Gng,Smth Stn	HUBBELL	P1W	Electrical	55KR94	EA	1	0.97	0.23	0.47
760	900	Actuator Assembly,Sloan	SLOAN	Hy83A	Plumbing	2VEE8	EA	1	43.74	0.2	26.96
761	900	Evaporative Cooling Towel,Orange	CHILL-ITS BY ERGODYNE	6602	Safety	35YY81	EA	1	13.58	0.19	8.1
762	900	Electric Motor Oil,20 SAE Grade,3oz	3-IN-ONE	10045	Fleet and Vehicle Maintenance	3UM48	EA	1	4.66	0.08	3.8
763	900	Linear Fluorescent Bulb,28W,3000K	SYLVANIA	FO28/830/XP/SS/ECO3	Lighting	56GK36	EA	1	4.37	0.22	3.41
764	900	Bungee Cord,Multicolored,24" L,5/16" W	KEEPER	06025	Material Handling	55JF75	EA	1	2.56	0.15	1.62
765	900	Battery,Alkaline,C,Premium,PK12	DURACELL	MN1400	Electronics, Appliances, and Batteries	21EK78	PK	12	33.87	0.19	16.63
766	900	Cut Resist Gloves,Light Gray,10	HYFLEX	11-644	Safety	24L256	PR	1	14.23	0.19	7.74
767	900	Paint Brush,2",Chip,China Hair,1 11/16"L	WOOSTER	W1147-2	Paint, Equipment and Supplies	38UX48	EA	1	1.51	0.12	0.86
768	900	Lumber Crayon, Yellow, 1/2" Size, PK12	MARKAL	80351	Hand Tools	5W542	PK	12	18.55	0.14	10.74
769	900	1/4-Turn Stop,Straight,3/8 Inx3/8 In	KISSLER	88-9000	Plumbing	4EET9	EA	1	8.41	0.2	6.73
770	900	Facial Tissue,100,White,47410,PK30	GEORGIA-PACIFIC	47410	Cleaning	2U250	PK	30	68.52	0.22	41.11
771	900	White Lithium Grease,Aerosol Can,10 oz	CRC	03080	Lubrication	4ZF09	EA	1	21.79	0.1	9.83
772	900	Ext Sgn,Plst,Wht,11 39/64in,1.5W	COMPASS	CER	Lighting	32WU24	EA	1	49.43	0.22	23.2
773	900	CutOff Wheel,NorZon Plus,4"x.035"x3/8"	NORTON	66243510675	Abrasives	3WL24	EA	1	11.97	0.1	6.36
774	900	Coil Cleaner,Aerosol,20 oz.,White	SIMPLE GREEN	0110001213418	HVAC and Refrigeration	19ZN60	EA	1	12.56	0.17	6.37
775	900	Combination Cartridge/Filter,Threaded,PR	HONEYWELL NORTH	75SCP100L	Safety	16M236	PR	1	39.69	0.19	20.72
776	900	Linear LED Bulb,T8,48"L,2-Pin(G13),5000K	CURRENT	LED11BDT8/G4/850	Lighting	55XC98	EA	1	14.11	0.22	9.91
777	900	Desk Recycling Container,Blue,7 gal.	RUBBERMAID COMMERCIAL PRODUCTS	FG295673BLUE	Cleaning	5M785	EA	1	17.52	0.22	7.05
778	900	Heavy Duty Degreaser,Unscented,20 oz	CRC	03985	Cleaning	32UN66	EA	1	19.81	0.22	10.49
779	900	Spray Paint,Safety Red,15 oz.	RUST-OLEUM	V2163838	Paint, Equipment and Supplies	5H900	EA	1	17.06	0.12	7.4
780	900	Spray Bottle,32 oz,Clear,Plastic	3M	37716	Cleaning	2CTG9	EA	1	9.13	0.22	3.77

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
781	900	Chemical Resistant Glove,13 mil,Sz 8,PR	ALPHATEC	88-390	Safety	2WLF4	PR	1	1.65	0.19	1.11
782	900	Surgical Mask 4PLY Level 3,PK50	ALTOR SAFETY	62232	Safety	785EJ1	PK	50	17	0.19	12.39
783	900	Double Sided Tape,1 11/16 yd L,1" W	GORILLA	6065001	Adhesives, Sealants and Tape	45DV48	EA	1	13.89	0.1	4.96
784	900	Paint Roller Frame,9" Roll L,13.5" L,Blk	WOOSTER	F0010-9	Paint, Equipment and Supplies	38UY18	EA	1	3.55	0.12	1.86
785	900	ConstructionAdhesive,10.3fl oz,Cartridge	DAP	27501	Adhesives, Sealants and Tape	2PE34	EA	1	5.93	0.1	2.31
786	900	Hang and Stack Bin,Blue,Plastic,7 in	AKRO-MILS	30240BLUE	Material Handling	2W779	EA	1	18.66	0.15	6.44
787	900	Tongue and Groove Plier,10" L	CHANNELLOCK	430	Hand Tools	4CR40	EA	1	24.55	0.14	13.28
788	900	LED,8.5 W,A19,Medium Screw (E26)	SYLVANIA	73885	Lighting	60UA12	EA	1	5.22	0.22	3.66
789	900	Disposable Respirator,Universal,N95,PK10	3M	8511	Safety	4JF99	PK	10	38.86	0.19	22.05
790	900	LED,14.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	14.5T8/COR/48-840/MF21/G/DIM 25/1	Lighting	60WT57	EA	1	18.18	0.22	4.7
791	900	Linear LED Bulb,T8,23-3/4" L,G13,5000K	PHILIPS	7T8/MAS/24-850/IF11/P/DIM 10/1	Lighting	52ZX62	EA	1	17.51	0.22	7.03
792	900	Disposable Gloves,Nitrile,L,PK100	SHOWA	6112PFL	Safety	160F60	PK	100	18.72	0.19	8.54
793	900	10 wt oz.,Aerosol,Dry Lubricant	CRC	03040	Lubrication	3EED7	EA	1	16.48	0.1	6.92
794	900	Snap Hook,3 5/8 in,Brass,Gold	ANNIN FLAGMAKERS	802710	Office Supplies	5JFC7	EA	1	7.07	0.05	3.82
795	900	Linear Fluorescent Bulb,15W,825 lm,4200K	SYLVANIA	F15T8/CW	Lighting	56GJ81	EA	1	4.25	0.22	3.06
796	900	LED,10 W,PL Horizontal,4-Pin (GX24q)	LIGHT EFFICIENT DESIGN	LED-7320-40K-G3	Lighting	305X73	EA	1	21.13	0.22	12.13
797	900	Marking Paint,20 oz,Fluorescent Green	RUST-OLEUM	264700	Paint, Equipment and Supplies	21CJ75	EA	1	11.01	0.12	3.85
798	900	Cut-Resistant Gloves,XL/10,PR	ACTIVARMR	80-400	Safety	2RA89	PR	1	9.51	0.19	5.69
799	900	Bungee Strap,Black,18" L	THE BETTER BUNGEE	BBS18GBK	Material Handling	46CA27	EA	1	8.14	0.15	4.33
800	900	Plug-In Utility Pump, 1/6 HP, 115VAC	LITTLE GIANT	505902	Pumps	2P352	EA	1	141.2	0.07	60.64
801	900	Linear FLUOR Bulb,T8,35-3/4" L,G13,3500K	CURRENT	F25T8/SP35/ECO	Lighting	6XV04	EA	1	7.29	0.22	2.82
802	900	VF,Coated Glove,Blk/Gr,10,20KJ48,PR	HYFLEX	11-840VP	Safety	62HZ90	PR	1	6.95	0.19	4.18
803	900	O-Ring,Sloan,PK24	SLOAN	H553A	Plumbing	2XU34	PK	24	56.93	0.2	24.35
804	900	Disposable Gloves,Nitrile,M,PK50	MICROFLEX	SEC-375-M	Safety	3RRK5	PK	50	20.98	0.19	12.47
805	900	Narrow Staples,HD,27/64x3/8,PK1000	STANLEY	TRA706T	Fasteners	1XHT6	PK	1000	3.27	0.32	2.13
806	900	Mop Pad,Blue,Microfiber	RUBBERMAID COMMERCIAL PRODUCTS	FGQ41000BL00	Cleaning	3CCW8	EA	1	25.54	0.22	8.38
807	900	Utility Container,32 gal.,Gray	RUBBERMAID COMMERCIAL PRODUCTS	FG263200GRAY	Cleaning	35ZU66	EA	1	73.34	0.22	30.7
808	900	Long Handled Dust Pan with Wheels,Black	RUBBERMAID COMMERCIAL PRODUCTS	FG253104BLA	Cleaning	4YJ48	EA	1	44.74	0.22	14.09
809	900	Coated Gloves,Blue/Gray,M,PR	SHOWA	300M-08	Safety	4JF57	PR	1	4.78	0.19	1.99
810	900	LED,14.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	14.5T8/COR/48-835/MF20/G 10/1	Lighting	60WT56	EA	1	13.81	0.22	4.7
811	900	Hook-and-Loop Sanding Disc,5 in Dia	3M CUBITRON II	7100113110	Abrasives	448F44	EA	1	4.81	0.1	4.02
812	800	Marking Paint,20 oz,Fluorescent Pink	RUST-OLEUM	264702	Paint, Equipment and Supplies	21CJ76	EA	1	11.01	0.12	3.85
813	800	Plug-In CFL Bulb,3500K,18W,17,000 hr	CURRENT	F18DBX/835/ECO4P	Lighting	1PGX3	EA	1	12.56	0.22	6.08
814	800	Rocker Wall Plate,Stnd;Silver,1Gng,Brsh	HUBBELL	SS26	Electrical	5C235	EA	1	4.21	0.23	1.18
815	800	Plug-In CFL Bulb,2700K,13W,10,000 hr	CURRENT	F13BX/827/ECO	Lighting	1PGU8	EA	1	4.92	0.22	2.1
816	800	Coated Gloves,Nylon,XL,PR	MCR SAFETY	N96790XL	Safety	40PS97	PR	1	6.47	0.19	2.81
817	800	Disposable Hood,Natural,Universal	DEROYAL	SPRAYSOCK	Safety	6LGK5	EA	1	1.12	0.19	0.67
818	800	Safety Glasses,Gray	MCR SAFETY	BK112AF	Safety	3NTZ5	EA	1	3.41	0.19	2.22
819	800	Neutral Floor Cleaner,Liquid,1 gal,Jug	DIVERSEY	903904	Cleaning	10F941	EA	1	24.11	0.22	9.63
820	800	Thread Sealant Tape,1/2" W,Blue	BLUE MONSTER	70885	Adhesives, Sealants and Tape	216FM1	EA	1	6.73	0.1	5.63
821	800	Bandage,Beige,Plastic,PK16	FIRST AID ONLY	1-002	Safety	39N858	PK	16	1.65	0.19	1.04
822	800	Wet Mop,Blue,Cotton/Synthetic	RUBBERMAID COMMERCIAL PRODUCTS	FGD21206BL00	Cleaning	9ACA9	EA	1	16.98	0.22	10.76
823	800	Push-In Connector,Orange,0.73",600V	WAGO	221-413	Electrical	798HN3	EA	1	2.38	0.23	1.65
824	800	Quartz MH Bulb,ED28,E39,13,600 lm,175W	CURRENT	MVR175/U	Lighting	4V550	EA	1	32.76	0.22	14.14
825	800	Bungee Strap,Black,35" L,EPDM Rubber	KEEPER	06235	Material Handling	55JF79	EA	1	3.84	0.15	2.38
826	800	Tgl Switch WII Plt,Stnd;Silver,1Gng,Brsh	HUBBELL	SS1	Electrical	5Z994	EA	1	3.95	0.23	1.29
827	800	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W768	Material Handling	1W768	EA	1	1.4	0.15	1.02
828	800	Plumbers Putty,14 oz,Tan	ANTI-SEIZE TECHNOLOGY	25201	Adhesives, Sealants and Tape	4UJ96	EA	1	3.07	0.1	1.94
829	800	Smoke Alarm,9V,Alkaline,Ionization	KIDDE	i12060	Safety	1XTG7	EA	1	26.32	0.19	13.57
830	800	Plug-In CFL Bulb,13W,900 lm,3500K	SYLVANIA	CF13DD/E/835/ECO	Lighting	56GK58	EA	1	5.63	0.22	3.71
831	800	Muriatic Acid,1 gal Bottle, Solvent Base	SUNNYSIDE	710G1	Paint, Equipment and Supplies	44ZU25	EA	1	15.89	0.12	9.9
832	800	Dry Erase Board Cleaner,22 oz	EXPO	1752229	Office Supplies	4AZJ6	EA	1	17.06	0.05	10.01
833	800	Elect Parts Clnr,Aero Spray Can,19oz,Liq	CRC	02180	Cleaning	4YPJ5	EA	1	19.35	0.22	7.26
834	800	Vehicle Inspection Form,2 Ply,W/Carbon	JJ KELLER	685	Fleet and Vehicle Maintenance	38D295	EA	1	5.43	0.08	3.53
835	800	Quartz MH Bulb,ED28,E39,20,800 lm,250W	CURRENT	MVR250/U	Lighting	2V712	EA	1	29.21	0.22	15.23
836	800	Tile and Grout Brush,2 1/2 in Brush L	SUPERIOR TILE CUTTER INC. AND TOOLS	ST171	Cleaning	35EN03	EA	1	3.83	0.22	2.35
837	800	Safety Glasses,Smoke	RADIANS	RS1-20	Safety	6XKF4	EA	1	3.02	0.19	1.94
838	800	Door Stop,Wall Mount,SS,Silver	ROCKWOOD	409 US32D	Hardware	457D36	EA	1	4.75	0.05	2.83
839	800	Vacuum Bag For Backpack Vac,PK10	PROTEAM	107313	Cleaning	38EW27	PK	10	30.48	0.22	18.9
840	800	Twist On Wire Connector,300 V,PK100	IDEAL	30-072	Electrical	6YH35	PK	100	14.65	0.23	4.95
841	800	Toilet Seat,Elongated Bowl,Open Front	BEMIS	1955CT-047	Plumbing	2P889	EA	1	30.28	0.2	19.68
842	800	Marking Paint,Nt Wgt 17 oz,High Vblty Yl	KRYLON INDUSTRIAL	A03821007	Paint, Equipment and Supplies	54TH52	EA	1	13.26	0.12	4.31
843	800	Microfiber Cloth,12" x 16",Assorted,PK3	CARRAND	40061	Cleaning	39R422	PK	3	10.8	0.22	7.27
844	800	Safety Glasses,Clear,Uncoated	XENON	SG-14C	Safety	13D087	EA	1	3.53	0.19	2.57
845	800	Utility Knife,6 In.,Black/Yellow	STANLEY	10-143P	Hand Tools	1UK26	EA	1	2.8	0.14	1.69
846	800	ProPress 90 elbow, 1" x 1"	VIEGA PROPRESS	77027	Plumbing	48RH54	EA	1	11.6	0.2	7.49
847	800	Fixed Showerhead,Bulb,1.5 gpm	ZURN	Z7000-S9	Plumbing	6RKH2	EA	1	31.51	0.2	13.39
848	800	Disposable Gloves,Nitrile,S,PK100	TOUCHNTUFF	92-675	Safety	1RL56	PK	100	22.48	0.19	10.71
849	800	Duct Tape,Silver,2 13/16inx60yd,10 mil	NASHUA	396	Adhesives, Sealants and Tape	15R454	EA	1	11.05	0.1	9.95
850	800	MaxiFlex Seamless Knits,ATG,XL,PK12	PIP	34-844/XL	Safety	581R59	PK	12	101.91	0.19	50.57
851	800	Mop Pad,Blue,Microfiber	RUBBERMAID COMMERCIAL PRODUCTS	FGQ41600BL00	Cleaning	3CCX3	EA	1	38.68	0.22	19.99
852	800	Wet Mop,White,Cotton	RUBBERMAID COMMERCIAL PRODUCTS	FGF11800WH00	Cleaning	5M973	EA	1	16.11	0.22	6.52
853	800	Jobber Drill,1/4",Cobalt	CHICAGO-LATROBE	46616	Machining	1G881	EA	1	7.8	0.07	4.39
854	800	Roller Cover,9"L,3/8"Nap,Polyester,PK2	PREMIER	9-TP	Paint, Equipment and Supplies	1UFL9	PK	2	4.91	0.12	1.93
855	800	Paper Towel Roll,Continuous,Wt,89420,PK6	GEORGIA-PACIFIC	89420	Cleaning	3ZJD1	PK	6	167.18	0.22	77.38
856	800	Diaphragm Assembly	ACORN	2563-022-000	Plumbing	2EVY5	EA	1	11.08	0.2	6.08
857	800	Carbide Tipped Holesaw,3/8" Hex,7/8"	MORSE	MHSTK14	Power Tools	797RJ9	EA	1	9.79	0.11	7.84
858	800	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	BD-1002-NPF-M	Safety	35T201	PK	100	16.58	0.19	12.22

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
859	800	Brake Parts Cleaner,20 oz. Size	CRC	05151	Fleet and Vehicle Maintenance	19MX51	EA	1	10.06	0.08	5.94
860	800	Dry Wipe,9-1/4"x16-1/2",Wt,29050/03,PK5	GEORGIA-PACIFIC	29050/03	Cleaning	6YE63	PK	5	106.01	0.22	56.69
861	800	Slotted Screwdriver, 3/8 in	STANLEY	66-168-A	Hand Tools	53JT06	EA	1	11.52	0.14	6.84
862	800	All Purpose Cleaner,144 oz,Bottle,PK3	PINE-SOL	35419	Cleaning	22D032	PK	3	87.53	0.22	34.35
863	800	Double Hinge Hasp,Steel,7 3/4"	MASTER LOCK	722DPFHCWWG	Hardware	788UV1	EA	1	15.42	0.05	13.18
864	800	Hybrid Sealant,Clear,SB-190	SUREBOND	SB-190	Adhesives, Sealants and Tape	3RCY6	EA	1	18.28	0.1	6.97
865	800	Angle,Decking Support,Gray,Metal	TENNSCO	BPS-36	Material Handling	32ZT92	EA	1	9.76	0.15	5.21
866	800	Hand Sanitizer Wipes,Soft Pack,8" x 8"	FIRST VOICE	MSC095105	Cleaning	4EJX3	EA	1	4.09	0.22	2.8
867	800	Hard Hat,Type 1, Class E,Ratchet,White	BULLARD	33WHR	Safety	8NJJ7	EA	1	38.02	0.19	19.23
868	800	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	N484	Safety	4GXN1	PK	100	28.74	0.19	18.41
869	800	Toilet Paper Roll,550,Wt,18280/01,PK80	GEORGIA-PACIFIC	18280/01	Cleaning	2TRN8	PK	80	137.55	0.22	66.5
870	800	Rubber Boot,Men's,10,Knee,Black,PR	HONEYWELL SERVUS	18821/10	Safety	3JZR3	PR	1	31.76	0.19	17.54
871	800	Disposable Gloves,Nitrile,L,PK100	TOUCHNTUFF	92-575	Safety	1RL62	PK	100	26.63	0.19	11.65
872	800	Spray Paint,Safety Blue,15 oz.	RUST-OLEUM	V2124838	Paint, Equipment and Supplies	5H896	EA	1	17.28	0.12	7.5
873	800	Automotive Fuse,7-1/2A,Blade,ATC Series	BUSSMANN	ATC-7-1/2	Electrical	1BZ41	EA	1	1.71	0.23	0.74
874	800	Surface-Conditioning Disc,2 in Dia,TR	SCOTCH-BRITE	7000000752	Abrasives	4ZR35	EA	1	2.53	0.1	1.63
875	800	Ear Plugs,Uncorded,Bell,33dB,PK200	HONEYWELL HOWARD LEIGHT	MAX-1	Safety	5FV14	PK	200	55.47	0.19	25.37
876	800	Chemical Resistant Glove,15 mil,Sz 11,PR	ALPHATEC	37-155	Safety	5AW52	PR	1	3.68	0.19	2.02
877	800	All Purpose Cleaner,32 oz,PK12	LYSOL	REC 75352	Cleaning	22CS03	PK	12	126.14	0.22	52.82
878	800	Linear LED Bulb,T8,48" L,G13,3500K	CURRENT	LED18ET8/G/4/835	Lighting	48PX95	EA	1	20	0.22	11.02
879	800	Linear Fluorescent Bulb,54W,3500K	SYLVANIA	FP54/835/HO/ECO	Lighting	56GK55	EA	1	4.25	0.22	3.04
880	800	Coupling,PVC,Trade Size 3/4in	CANTEX	6141624	Electrical	4FXY4	EA	1	0.76	0.23	0.38
881	800	Snap Hook Loop,2 13/16 in L,Steel	ACCUFORM	HTL175	Safety	49AW69	EA	1	0.41	0.19	0.23
882	800	Metal Polish,19.25 oz,Jar,10.5 pH	BLUE MAGIC	500-06	Cleaning	1MPU7	EA	1	19.45	0.22	12.33
883	800	Connector,Zinc,Overall L 1 11/32in	RACO	2802	Electrical	52NE11	EA	1	2.08	0.23	0.84
884	800	Grease,Ext Pres High Temp,14.1 oz,Red	VALVOLINE	VV61510	Fleet and Vehicle Maintenance	4NPL9	EA	1	10.24	0.08	5.87
885	800	Gasket,Zurn	ZURN	P6000-H27	Plumbing	21TE66	EA	1	0.89	0.2	0.48
886	800	Disinfectant Cleaner,Pine,144 oz,PK3	PINE-SOL	35418	Cleaning	22D027	PK	3	86.21	0.22	39.96
887	800	Inverted Marking Paint,20oz,Safety Green	INDUSTRIAL CHOICE	1834838	Paint, Equipment and Supplies	56LA80	EA	1	11.75	0.12	4.09
888	800	120 W,White,Miniature Bi-Pin (G5)	LEVITON	13654-TWP	Lighting	799LA4	EA	1	9.68	0.22	7.19
889	800	Wide Staples,29/64x1/4 In,PK1000	STANLEY	TRA204T	Fasteners	1XHR8	PK	1000	2.31	0.32	1.52
890	800	Multi-Bit Screwdriver, NumBits 7	MEGAPRO	151TP-B	Hand Tools	5PA34	EA	1	42.22	0.14	22.83
891	800	Sting Relief Wipes,PK10	FIRST AID ONLY	19-002	Safety	39N932	PK	10	2.77	0.19	1.73
892	800	Metal Cleaner and Polish,17 oz	WEIMAN	49	Cleaning	53YZ87	EA	1	12.49	0.22	6.66
893	800	Red Grease,Cartridge,14 oz,NLGI Grade 2	STA LUBE	SL3190	Fleet and Vehicle Maintenance	5EVZ0	EA	1	18.91	0.08	7.62
894	800	Twist On Wire Connector,600 V,PK100	IDEAL	30-073	Electrical	6YH36	PK	100	18.23	0.23	5.74
895	800	Box Fan,3 Speeds,20" Blade dia.	AIR KING	9723	HVAC and Refrigeration	4CH71	EA	1	69.76	0.17	35.04
896	800	Straight Blade Plug,Blk,15 A,Stnd,5-15P	HUBBELL	515P	Electrical	49YK49	EA	1	8.62	0.23	2.59
897	800	Waterless Urinal Sealant,Universal Fit	WATERLESS NO-FLUSH URINAL	1114	Plumbing	2VRW1	EA	1	34.95	0.2	25.16
898	800	Polymer Caulking Compound,Gray	IDEAL	31-601G	Adhesives, Sealants and Tape	25C077	EA	1	8.26	0.1	6.58
899	800	Line Marking Paint,20 oz,Alert Orange	RUST-OLEUM	203035	Paint, Equipment and Supplies	6KP37	EA	1	11.32	0.12	4.09
900	800	Connector,Steel,Trade Size 3/8in	THOMAS & BETTS	3110-TB	Electrical	2RET1	EA	1	4.19	0.23	2.42
901	800	RV/Marine Antifreeze,1 gal.,RTU	SPLASH	619527-G35	Fleet and Vehicle Maintenance	49GU89	EA	1	6.72	0.08	3.18
902	800	Conduit Fitting,Iron; Steel,Trd Sz 1/2in	RACO	3402	Electrical	6X770	EA	1	4.84	0.23	2.13
903	800	Linear FLUOR Bulb,T5,21-5/8" L,G5,3500K	CURRENT	F14WT5/835/ECO	Lighting	5AE13	EA	1	13.78	0.22	8.96
904	800	CutOff Wheel,Blue Fire,3"x1/16"x3/8"	NORTON	66252843175	Abrasives	33N533	EA	1	5.07	0.1	2.34
905	800	Dry Wipe,9-3/4" x 16-1/2",White	WYPALL	05790	Cleaning	2VJC7	EA	1	22.88	0.22	11.13
906	800	Contact Clnr,Aero Spray Can,13 oz,2000	CRC	03150	Cleaning	12W317	EA	1	56.51	0.22	18.32
907	800	Linear LED Bulb,T5,45-3/4" L,G5,4000K	PHILIPS	24T5HO/46-840/IF3S/P/DIM 10/1	Lighting	53UG89	EA	1	21.23	0.22	11.53
908	800	Alcohol Pads,Antiseptics,PK200	FIRST AID ONLY	H305-200	Safety	36LF71	PK	200	11.41	0.19	3.89
909	800	Linear FLUOR Bulb,T5,45-1/4" L,G5,3000K	CURRENT	F28WT5/830/ECO	Lighting	5AE18	EA	1	12.45	0.22	6.51
910	800	1/4" SAE Cap,Brass,700 psi	MUELLER	A 16447	HVAC and Refrigeration	38N867	EA	1	1.43	0.17	0.62
911	800	Pet Waste Bag,8 oz.,PK20	DOGIPOT	1402HP-CASE	Cleaning	36MX75	PK	20	133.56	0.22	74.16
912	800	Fluorescent,28 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/ADV841/EW/ALTO 28W 30PK	Lighting	492X65	EA	1	9.26	0.22	2.99
913	800	Plug-In CFL Bulb,18W,1150 lm,3500K	SYLVANIA	CF18DD/835/ECO	Lighting	56GK12	EA	1	5.26	0.22	3.31
914	800	Coated Gloves,Blue/Gray,2XL,PR	SHOWA	300XXL-11	Safety	23PG79	PR	1	4.78	0.19	1.99
915	800	Flush Valve Seal,Mansfield	KORKY	427BP	Plumbing	48H475	EA	1	2.47	0.2	1.07
916	800	Cut-Resistant Gloves,XL/10,PR	HYFLEX	11-939	Safety	54EL03	PR	1	25.42	0.19	11.63
917	800	Sunscreen,Spray Bottle	SUNX	18-304	Safety	31DJ83	EA	1	13.01	0.19	5.7
918	800	Safety Glasses,Smoke	KLEENGUARD	25714	Safety	2UYG3	EA	1	10.81	0.19	3.95
919	800	Linear LED Bulb,T5,45-3/4" L,G5,5000K	PHILIPS	24T5HO/46-850/IF3S/P/DIM 10/1	Lighting	53UG90	EA	1	27.44	0.22	15.36
920	800	Paper Towel Sheets,White,250,24590,PK16	GEORGIA-PACIFIC	24590	Cleaning	2U228	PK	16	88.83	0.22	40.25
921	800	Toilet Seat,Elongated Bowl,Open Front	CENTOCO	GR550STSCC-001	Plumbing	29TJ04	EA	1	20.6	0.2	12.55
922	800	Recycled Trash Bag,44 gal.,Black,PK100	MINT-X	MX4046XHB	Cleaning	14X378	PK	100	66.97	0.22	27.99
923	800	CutOff Wheel,A60T,6"x.045"x7/8",10200rpm	DEWALT	DW8725	Abrasives	3CB32	EA	1	3.79	0.1	1.98
924	800	Bypass Lopper,1-1/2 In,Forged Steel	CORONA	WL 3351	Outdoor Equipment	21EJ14	EA	1	49.15	0.12	28.49
925	800	Belt,Drive	SANITAIRE	30563B	Cleaning	23YU38	EA	1	3.23	0.22	1.64
926	800	CFL,36.3 W,PL-L,4-Pin (2G11)	PHILIPS	PL-L 40W/841/4P/RS/IS	Lighting	492Y99	EA	1	10.46	0.22	5.12
927	800	Surface-Conditioning Disc,2 in Dia,TR	ARC ABRASIVES	59342	Abrasives	3HB53	EA	1	1.18	0.1	0.77
928	800	Hand Soap,CLR,1,250 mL,,PK3	GOJO	8811-03	Cleaning	12Z364	PK	3	97.85	0.22	40.54
929	800	Spray Paint,Dark Machine Gray,15 oz.	RUST-OLEUM	V2187838	Paint, Equipment and Supplies	5H905	EA	1	15.38	0.12	5.94
930	700	Fire Extinguisher,Steel,Red,ABC	AMEREX	B417T	Safety	3YWN1	EA	1	60.07	0.19	37.04
931	700	Transport Hood,White/Black,Universal	CORTECH	8320	Security	13G493	EA	1	14.85	0.15	9.35
932	700	Keyed Padlock, 3/8 in,Rectangle,Gold	MASTER LOCK	4140KA	Security	4YH24	EA	1	8.59	0.15	4.8
933	700	Depressed Ctr Wheel,T27,4.5x0.045x7/8,AO	NORTON	66252842026	Abrasives	6PH20	EA	1	4.6	0.1	2.13
934	700	Fuse,Class RK5,30A,FRN-R Series	BUSSMANN	FRN-R-30	Electrical	1A698	EA	1	12.46	0.23	4.52
935	700	Diaphragm Assembly,Manual,Toilets,1.6GPF	ZURN	P6000-ECR-WS1	Plumbing	4HCV7	EA	1	25.84	0.2	9.9
936	700	Elec Tape,66 ft Lx3/4 in W,7 mil,Green	3M	10851	Adhesives, Sealants and Tape	2A231	EA	1	13.42	0.1	7.15

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
937	700	Thread Sealant Tape,1/2" W,White	ANTI-SEIZE TECHNOLOGY	16035	Adhesives, Sealants and Tape	4X543	EA	1	4.14	0.1	1.71
938	700	Persnl Emrgncy Hygiene Kit,1 People Srvd	READY AMERICA	71502	Safety	44ZK90	EA	1	18.45	0.19	11.08
939	700	Water/Oil Resis mechanic style Glove,PR1	IRONCLAD	EXO-MWR-05-XL	Safety	45VK55	PR	1	15.04	0.19	5.46
940	700	Paper Towel Sheets,White,220,20887,PK10	GEORGIA-PACIFIC	20887	Cleaning	4TH60	PK	10	120.39	0.22	52.99
941	700	Scratch Brush,3 19/32 in Brush L	HYDE	46605	Cleaning	38HT07	EA	1	1.96	0.22	1.27
942	700	Fluorescent,25 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/VEA841/XEW ALTO 25W	Lighting	492X73	EA	1	7.8	0.22	2.47
943	700	Disinfectant,Clean and Fresh,19 oz,PK12	MISTY	1001907	Cleaning	22C657	PK	12	147.31	0.22	56.7
944	700	CFL,13 W,T4,4-Pin (2GX7)	SYLVANIA	20318	Lighting	60UA31	EA	1	5.26	0.22	3.24
945	700	Seal Kit,Coyne, Delaney	KISSLER	F-141-KC	Plumbing	14U339	EA	1	12.58	0.2	7.09
946	700	Coated Gloves,Nylon,M,PR	MCR SAFETY	N96790M	Safety	40P595	PR	1	6.47	0.19	2.81
947	700	Personal Eye Wash Bottle,16 oz.	PHYSICIANSCARE	24-101	Safety	36N057	EA	1	12.22	0.19	6.33
948	700	Beam C-Clamp,C-Clamp,0.81"W,Cast Iron	NVENT CADDY	BC260025EG	Electrical	1XJR3	EA	1	3.16	0.23	1.25
949	700	Conduit Adapter,PVC,Trade Size 1in	CANTEX	5140045	Electrical	4FYA5	EA	1	1.79	0.23	1.02
950	700	Folding Utility Knife,6-7/8" L	MILWAUKEE	48-22-1502	Hand Tools	55ZY64	EA	1	23.65	0.14	18.4
951	700	Single Sided Sign Mounting Brackets,PR	TAPCO	037-00005	Safety	9FPR4	PR	1	14.65	0.19	9.33
952	700	Duct Tape,Gray,2 in x 60 yd,7.4 mil	3M	2979	Adhesives, Sealants and Tape	45FD23	EA	1	19.02	0.1	6.61
953	700	11 oz.,Aerosol,Dry Lubricant	WD-40 SPECIALIST	300012	Lubrication	19L521	EA	1	12.31	0.1	5.82
954	700	Mixing Tee Adapter,Acorn	ACORN	2570-042-000	Plumbing	2EWC6	EA	1	10.51	0.2	6.48
955	700	Pallet Rack Decking,36in x 46 in	HUSKY RACK & WIRE	3646A3-G	Material Handling	2JGK2	EA	1	51.4	0.15	28.92
956	700	Disposable Gloves,Nitrile,L,PK50	MICROFLEX	N893	Safety	3NFJ2	PK	50	19.47	0.19	13.16
957	700	Dissolvetech MF Towel,9.5in,250ct.,PK16	SOFIDEL	410339	Cleaning	42MM69	PK	16	72.33	0.22	34.8
958	700	Toilet Bowl Cleaner,24 oz,Bottle,PK12	CLOROX	00031	Cleaning	1AU29	PK	12	74.49	0.22	34.39
959	700	Hex Drive Socket Adapter,Square,3/8 in	MILWAUKEE	48-32-5031	Hand Tools	5ECA9	EA	1	5.67	0.14	3.69
960	700	27.9 W,T5,Miniature Bi-Pin (G5)	PHILIPS	28W/835 Min Bipin T5 HE ALTO UNP/40	Lighting	492X92	EA	1	14.86	0.22	4.58
961	700	EndClmp,TRV,Plastic,ScrewMount	SCHNEIDER ELECTRIC	NSYTRAABV35	Electrical	23NY28	EA	1	4.17	0.23	2
962	700	Hang and Stack Bin,Blue,Plastic,3 in	AKRO-MILS	30220BLUE	Material Handling	2W777	EA	1	3.86	0.15	1.42
963	700	U-Bend FLUOR Bulb,T8,G13,4100K,31W	CURRENT	F31T8/SPX41/U/ECO	Lighting	2ETT9	EA	1	22.8	0.22	12.96
964	700	Universal Absorbent,50 lb.,Bag	EP MINERALS	7951	Safety	6RKH8	EA	1	15.31	0.19	10
965	700	Battery,Lithium,Size CR2,3VDC	DURACELL	DLCR2BPK	Electronics, Appliances, and Batteries	1FYE9	EA	1	12.82	0.19	5.38
966	700	Chemical Resistant Glove,15 mil,Sz 10,PR	ALPHATEC	37-175	Safety	4T425	PR	1	3.51	0.19	1.69
967	700	Safety Glasses,Espresso	HONEYWELL UVEX	S3201	Safety	3WLV7	EA	1	22.06	0.19	8.71
968	700	Disposable Gloves,Orange,8" L,2XL,PK100	MECHANIX WEAR	D01-09-012-100	Safety	794CG0	PK	100	55.2	0.19	37.31
969	700	13 wt oz.,Aerosol,Penetrant	CRC	03020	Lubrication	3EED4	EA	1	18.6	0.1	8.52
970	700	MaxiFlex Seamless Knits,ATG,L,PK12	PIP	34-844/L	Safety	581R58	PK	12	101.91	0.19	44.25
971	700	Grab Bar,SS,Satin,36 in L	WINGITS	WGB6SS36	Plumbing	6RGG7	EA	1	39.81	0.2	29.01
972	700	Lubricant,6 oz.,Aerosol	TRI-FLOW	TF200050	Lubrication	3JDL3	EA	1	20.37	0.1	7.96
973	700	Cable Hanger,Steel,Overall L 1in	RACO	2052TH	Electrical	55YF19	EA	1	1.02	0.23	0.64
974	700	Bib Apron,Universal,Blue,Vinyl	ALPHATEC	56-015	Safety	5EMD1	EA	1	3.24	0.19	1.41
975	700	Disposable Gloves,M,Violet Blue,PK100	MICROFLEX	SU-690	Safety	794H55	PK	100	23.98	0.19	16.67
976	700	Windshield Washer,11 oz. Size,Can	PRESTONE	AS242	Fleet and Vehicle Maintenance	49XW69	EA	1	7.43	0.08	3.05
977	700	Plug-In CFL Bulb,26W,1710 lm,4100K	SYLVANIA	CF26DD/841/ECO	Lighting	56GK59	EA	1	4.77	0.22	3.72
978	700	Paint Roller Cover,4"L,3/8"Nap,Polyester	PREMIER	PR80C4	Paint, Equipment and Supplies	5CVP3	EA	1	1.98	0.12	1
979	700	Tub and Shower Cartridge,Delta,Plastic	KISSLER	46-9804	Plumbing	2FGU1	EA	1	34.94	0.2	23.66
980	700	Multipurpose Grease,Cartridge,13oz	MOBIL	122112	Lubrication	4ZF49	EA	1	22.24	0.1	8.21
981	700	Jumper Lead Kit	GENERAL	CT800	Test Instruments	5CFK1	EA	1	12.2	0.07	7.93
982	700	Elec Tape,66 ft Lx3/4 in W,7 mil,Yellow	3M	10844	Adhesives, Sealants and Tape	2A232	EA	1	13.42	0.1	7.15
983	700	Drain Assembly,1 1/4 in Dia,Brass	KISSLER	08-1005	Plumbing	31XJ03	EA	1	20.87	0.2	14.34
984	700	Filter Cartridge,0.5 micron,6" H,PK2	DUPONT	WFPTC102N	Furniture, Hospitality and Food Service	25CA61	PK	2	21.92	0.05	6.44
985	700	Elec Tape,66 ft Lx3/4 in W,7 mil,Black	SHURTAPE	EV 057	Adhesives, Sealants and Tape	49XZ33	EA	1	2.05	0.1	1.33
986	700	Spray Paint,OSHA Safety Blue,12 oz.	RUST-OLEUM	1624830	Paint, Equipment and Supplies	6KN87	EA	1	11.55	0.12	5.85
987	700	Through Type Insert,1/4 In	PARKER	63NTA-4	Plumbing	11K646	EA	1	0.68	0.2	0.27
988	700	Lantern Battery,Alkaline,6VDC,Spring	DURACELL	MN908	Electronics, Appliances, and Batteries	5LE26	EA	1	20.92	0.19	7.72
989	700	Plug-In CFL Bulb,3500K,42W,17,000 hr	CURRENT	F42TBX/835/A/ECO	Lighting	1PHA8	EA	1	17.81	0.22	6.91
990	700	Coated Gloves,Black/Blue,M	SHOWA	380M-07	Safety	2AFD4	PR	1	6.71	0.19	3.34
991	700	Quick Link,1/4in,880 lb Work Load Limit	PEERLESS	PEE-8056235	Material Handling	38XH96	EA	1	1.59	0.15	0.99
992	700	Elec Tape,66 ft Lx3/4 in W,7 mil,Blue	3M	10836	Adhesives, Sealants and Tape	2A230	EA	1	13.42	0.1	7.15
993	700	Safety Glasses,Clear,Uncoated	MCR SAFETY	26G909	Safety	26G909	EA	1	2.4	0.19	1.47
994	700	Clamp Ring,Copper,3/4" Tube,1/2" Pipe	ZURN PEX	QCR3X	Plumbing	10A573	EA	1	0.56	0.2	0.36
995	700	Paint Roller Frame,9" Roll L,15" L	WOOSTER	R017-9	Paint, Equipment and Supplies	3UW50	EA	1	15.75	0.12	5.65
996	700	Depressed Ctr Wheel,T27,4.5x0.045x7/8,AO	DEWALT	DW8424	Abrasives	6HD81	EA	1	3.19	0.1	1.31
997	700	Pleated Air Filter	PURAFILTER	24244MV13	HVAC and Refrigeration	60YP40	EA	1	31.67	0.4	19
998	700	Windshield Washer,17 oz. Size,Can	PRESTONE	AS244	Fleet and Vehicle Maintenance	49XW71	EA	1	8.18	0.08	3.28
999	700	Digital Pocket Thermometer,2-3/4 In. L	COOPER ATKINS	DPP400W	Test Instruments	5WX81	EA	1	37.23	0.07	19.01
1000	700	Linear LED Bulb,T8,36"L,2-Pin(G13),4000K	CURRENT	LED12BDT8/G3/840	Lighting	55GT97	EA	1	15.92	0.22	11.18
1001	700	Paper Towel Roll,1150 ft.,White,PK6	KIMBERLY-CLARK PROFESSIONAL	25702	Cleaning	42EP38	PK	6	210.19	0.22	94.83
1002	700	Trigger Spray Bottle,32oz,12 1/2"H,Clear	IMPACT	5032WG/5906DZ-91	Cleaning	39FD11	EA	1	6.64	0.22	1.59
1003	700	Connector,Zinc,Trade Size 3/8in	RACO	2691	Electrical	43GX36	EA	1	2.17	0.23	1.27
1004	700	Trenching Shovel,48" Handle L,5" Blade W	RAZOR-BACK	47025	Outdoor Equipment	454G92	EA	1	58	0.12	28.38
1005	700	Ratchet FaceshieldAssembly,Clear,Poly	SELLSTROM	S39110	Safety	3NLZ1	EA	1	44.33	0.19	18.3
1006	700	Multipurpose Grease,Cartridge,14oz	LPS	70614	Lubrication	4UJ42	EA	1	21.05	0.1	12.81
1007	700	7.5 wt oz.,Aerosol,Lubricant	CRC	05074	Lubrication	19MX42	EA	1	9.16	0.1	5.31
1008	700	EmergencyBlanket,Silver,84inLx54inW,PK25	FIRST VOICE	MYLAR1-25	Safety	35ZC63	PK	25	45.59	0.19	29.63
1009	700	Plug-In CFL Bulb,3500K,13W,17,000 hr	CURRENT	F13DBX/835/ECO4P	Lighting	1PGW4	EA	1	10.35	0.22	5.02
1010	700	Automotive Fuse,3A,Blade,ATC Series	BUSSMANN	ATC-3	Electrical	1BZ37	EA	1	1.89	0.23	0.66
1011	700	Smoke Alarm,3V,Alkaline,Photoelectric	KIDDE	P3010L	Safety	20JK08	EA	1	55.31	0.19	27.86
1012	700	Fluorescent,75 W,T12,Single Pin (Fa8)	PHILIPS	F96T12/CW Supreme/ALTO 15PK	Lighting	492Y02	EA	1	13.24	0.22	9.35
1013	700	Marking Paint,20oz,HighVisibility Yellow	RUST-OLEUM	203034	Paint, Equipment and Supplies	6KP36	EA	1	11.32	0.12	4.09
1014	700	Beam,48" W,3" H,2 1/2" D,Orange	HUSKY RACK & WIRE	IBX30048	Material Handling	21E914	EA	1	58.07	0.15	28.93

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1015	700	Hand Soap,CLR,1,200 mL,,PK2	GOJO	1911-02	Cleaning	15E819	PK	2	98.29	0.22	44.68
1016	700	Epoxy Adhesive,Syringe,1:1 Mix Ratio	DEVCON	14250	Adhesives, Sealants and Tape	5A462	EA	1	16.39	0.1	6.25
1017	700	Filter Cartridge,20 micron,9 3/4" H	PENTAIR/PENTEK	255491-75	Plumbing	4PCC3	EA	1	19.58	0.2	14.1
1018	700	Linear LED Bulb,T8,48"L,2-Pin(G13),5000K	CURRENT	LED14ET8/G4/850CT	Lighting	55GT93	EA	1	15.65	0.22	10.99
1019	700	Line Marking Paint,20oz,Fluorescent Pink	RUST-OLEUM	1661838V	Paint, Equipment and Supplies	783AE4	EA	1	12.22	0.12	4.09
1020	700	Linear LED Bulb,T8,48"L,2-Pin(G13),5000K	CURRENT	LED11ET8/G/4/850	Lighting	55GT89	EA	1	14.54	0.22	9.87
1021	700	Hang and Stack Bin,Yellow,Plastic,3 in	AKRO-MILS	30220YELLO	Material Handling	5W870	EA	1	3.86	0.15	1.42
1022	700	Sign Mounting Hardware,Silver,SS,PK2	TAPCO	373-00693	Safety	3YVU9	PK	2	2.81	0.19	2
1023	700	Toilet Paper Roll,Continuous,White,PK12	KIMBERLY-CLARK PROFESSIONAL	67805	Cleaning	42EN65	PK	12	131.69	0.22	58.63
1024	700	Exit Door Alarm,Horn,95 to 105dB	SAFETY TECHNOLOGY INTERNATIONAL	STI-6402	Security	3JYV9	EA	1	144.06	0.15	67.6
1025	700	Tank to Bowl Kit,Universal Fit	KORKY	464BP	Plumbing	29VM27	EA	1	9	0.2	5.39
1026	700	Keyed Padlock, 5/8 in,Rectangle,Silver	MASTER LOCK	3	Security	1A376	EA	1	14.58	0.15	8.77
1027	700	Connector,Thermoplastic,Overall L 5/8in	RACO	4714	Electrical	1RVZ1	EA	1	0.29	0.23	0.16
1028	700	Conduit Fitting,Iron; Steel,Trd Sz 3/4in	RACO	3543	Electrical	3LL24	EA	1	12.42	0.23	6.67
1029	700	Electronic Module,Sloan	SLOAN	EBV129A-C	Plumbing	2XU17	EA	1	301.83	0.2	136.08
1030	700	Trip Lever,Universal Fit	FLUIDMASTER	Pro 61	Plumbing	1APP6	EA	1	6.95	0.2	3.92
1031	700	Mini Paint Roller Frame,4" Roll L,4wire	PREMIER	412-IMP	Paint, Equipment and Supplies	6LFH5	EA	1	3.72	0.12	2.36
1032	700	CFL,13 W,T4,2-Pin (GX23)	SYLVANIA	21137	Lighting	60UA51	EA	1	5.27	0.22	3.53
1033	700	Linear Fluorescent Bulb,32W,5000K	SYLVANIA	FO32/850/XP/ECO3/SL	Lighting	56GK63	EA	1	17.25	0.22	12.25
1034	700	Linear Fluorescent Bulb,32W,5000K	SYLVANIA	FO32850XPSECO3	Lighting	56GK47	EA	1	5.56	0.22	3.98
1035	700	Linear Fluorescent Bulb,28W,4100K	SYLVANIA	FO28/841XP/XL/SS/ECO3	Lighting	56GK38	EA	1	5.11	0.22	3.65
1036	700	Coupling,Steel,Overall L 2 13/32in	RACO	2024	Electrical	52AU96	EA	1	2.17	0.23	0.93
1037	700	O-Ring,Zurn	ZURN	P6000-C31	Plumbing	4HCU6	EA	1	1.69	0.2	0.78
1038	700	Diaphragm Assembly,Manual,Toilets,2.4GPF	SLOAN	A44A	Plumbing	3EPU7	EA	1	31.81	0.2	20.68
1039	700	Disposable Gloves,Nitrile,XL,PK100	TOUCHNTUFF	92-575	Safety	1RL63	PK	100	26.63	0.19	11.65
1040	700	Kneeling Pad,Heavy Duty,22 Lx12 W,Black	NOTRAX	951S1222BL	Safety	2HNW1	EA	1	55.82	0.19	27.28
1041	700	Impct Skt Adpt St,Stel,Blk Oxd,1/4in,PK3	MILWAUKEE	48-32-5033	Hand Tools	19RK08	PK	3	34	0.14	14.36
1042	700	Hands Free Light,Plastic,White,10lm	AMERICAN RED CROSS	ARCBB201W-SNG	Lighting	54GE24	EA	1	15.49	0.22	12.08
1043	700	Type I Safety Can,5 gal.,Red,13-1/2In H	EAGLE	UI50S	Safety	2W313	EA	1	78.82	0.19	40.15
1044	700	Folding Utility Knife,6-5/32" L	MILWAUKEE	48-22-1500	Hand Tools	55ZY62	EA	1	14.31	0.14	11.08
1045	700	Coated Gloves,Blue/Gray,XL,PR	SHOWA	305XL-10	Safety	3RUF6	PR	1	5.95	0.19	3.27
1046	700	Chemical Resistant Glove,11 mil,Sz 10,PR	ALPHATEC	37-145	Safety	4T419	PR	1	2.98	0.19	1.34
1047	700	Faucet Inserts,Plastic	NEOPERL	5504705	Plumbing	4XGL4	EA	1	0.84	0.2	0.55
1048	700	Wire Stripper,18 to 10 AWG,7-1/8 In	KLEIN TOOLS	11055	Hand Tools	3PB81	EA	1	30.75	0.14	17.52
1049	700	90 Elbow, Cast Iron, 2 ",FNPT,Class 125	ANVIL	0300001609	Plumbing	4KUK3	EA	1	26.4	0.2	11.52
1050	700	Marking Paint,20oz,HighVisibility Yellow	RUST-OLEUM	264695	Paint, Equipment and Supplies	21CJ72	EA	1	11.01	0.12	3.85
1051	700	Glove,Light Weight,Blue,Seamless,XL,PR	PIP	34-274/XL	Safety	395M60	PR	1	9.58	0.19	6.07
1052	700	Conduit Access Gasket,Rubber	HUBBELL KILLARK	GASK572	Electrical	2NA31	EA	1	4.63	0.23	1.8
1053	700	Medium-Strength Threadlocker,0.338 fl oz	LOCTITE	135354	Adhesives, Sealants and Tape	5A228	EA	1	25.24	0.1	13.94
1054	700	Relief Valve,Sloan	SLOAN	A19AU	Plumbing	2XU11	EA	1	10.31	0.2	5.13
1055	700	Linear LED Bulb,T8,36"L,2-Pin(G13),4000K	CURRENT	LEDT8/LC/G/3/840	Lighting	55GU45	EA	1	21.33	0.22	14.98
1056	700	LED,8.5 W,A19,Medium Screw (E26)	PHILIPS	8.5A19/LED/930/FR/P/ND 4/1FB	Lighting	784ND5	EA	1	2.63	0.22	1.84
1057	700	Spray Outlet,Brass,13/16 in - 27,Chrome	NEOPERL	5510005	Plumbing	10N182	EA	1	2.31	0.2	1.5
1058	700	Torch,Brazing	BERNZOMATIC	TS4000	Welding	4NE96	EA	1	84.36	0.1	48.7
1059	700	Plug-In CFL Bulb,3000K,26W,17,000 hr	CURRENT	F26DBX/830/ECO4P	Lighting	1PGY5	EA	1	12.59	0.22	6.82
1060	700	Diaphragm Assembly,Manual,Toilets,1.6GPF	SLOAN	A1041A	Plumbing	4FB32	EA	1	55.46	0.2	22.79
1061	700	Safety Glasses,Indoor/Outdoor	SMITH & WESSON	21306	Safety	3UXP1	EA	1	11.57	0.19	6.62
1062	700	Recept,Ivory,20 A,GFCI,2P3W,Bk;Sd,1PK	HUBBELL	GFRST20I	Electrical	39EA23	EA	1	47.78	0.23	17.69
1063	700	Fuse,Midget,10A,BLF Series	LITTELFUSE	BLF010	Electrical	486H61	EA	1	3.37	0.23	1.69
1064	700	Flying Insect Killer, Aerosol, 18.5 oz	SPECTRACIDE	97221	Outdoor Equipment	799UW7	EA	1	7.53	0.12	5.97
1065	700	Loose Wheel Nut Indicator,21mm,Plastic	CHECKPOINT	CPY21MM	Fleet and Vehicle Maintenance	38XK76	EA	1	1.31	0.08	0.84
1066	700	Master Rebuild Kit,Toilets	SLOAN	R1001A	Plumbing	2VEE3	EA	1	43.39	0.2	24.9
1067	700	Striping Paint,20 oz,Athletic White	KRYLON INDUSTRIAL	K00830508	Paint, Equipment and Supplies	38EL82	EA	1	14.66	0.12	6.61
1068	700	Cooling Tie Bandana, Universal, Camo	CHILL-ITS BY ERGODYNE	6700CT	Safety	48ZB63	EA	1	6.91	0.19	4.2
1069	700	Scouring Pad,9 1/4 in L,Copper,PK3	SCOTCH-BRITE	213C	Cleaning	21XL12	PK	3	4.84	0.22	2.26
1070	700	Handheld Flashlight,Polymer,Yellow,245lm	STREAMLIGHT	68751	Lighting	49XG37	EA	1	56.24	0.22	23.72
1071	700	Rust Preventative Spray Paint,Alkyd Base	RUST-OLEUM	7543838	Paint, Equipment and Supplies	490T05	EA	1	18.53	0.12	6.21
1072	700	Filter Cartridge,50 micron,9 3/4" H	PENTAIR/PENTEK	255484-75	Plumbing	4PAX5	EA	1	7.89	0.2	4.68
1073	700	Evaporator Cleaner,Aerosol,18 fl oz	NU-CALGON	4166-75	HVAC and Refrigeration	2RZW3	EA	1	22.8	0.17	10.49
1074	700	Cutting Oil,12 oz,Aerosol,Petroleum Base	SPRAYON	SC0208000	Machining	2W755	EA	1	12.22	0.07	6.84
1075	700	Double Sided Tape,1 11/16 yd L,1" W	GORILLA	6055002	Adhesives, Sealants and Tape	49UU23	EA	1	15.89	0.1	6.86
1076	700	Leather Gloves,Cream,L,PR	MCR SAFETY	3205L	Safety	22DN41	PR	1	9.45	0.19	5.84
1077	700	Alcohol Pads,Antiseptics,PK100	FIRST AID ONLY	H305	Safety	36LF43	PK	100	6.78	0.19	3.78
1078	700	Instant Adhesive,0.07 fl oz,Tube	KRAZY GLUE	EPIKG58548R	Adhesives, Sealants and Tape	6HCH4	EA	1	3.04	0.1	1.98
1079	700	Linear Fluorescent Bulb,24W,3500K	SYLVANIA	FP24/835/HO/ECO	Lighting	56GK53	EA	1	4.25	0.22	3.04
1080	700	Leather Gloves,12,Goatskin,PR	RINGERS GLOVES	664-12	Safety	115N42	PR	1	49.44	0.19	36.04
1081	700	Conduit Fitting,Iron; Steel,Trd Sz 1/2in	RACO	3542	Electrical	3LL22	EA	1	10.01	0.23	4.71
1082	700	90 Elbow, Cast Iron, 3/4 in,Class 125	ANVIL	0300000809	Plumbing	4KUJ8	EA	1	7.4	0.2	4.18
1083	700	LED,5 W,Tube,2-Pin (GX23)	PHILIPS	5PL-S/LED/13H/827/IF5/P/2P 20/1	Lighting	494C78	EA	1	9.59	0.22	4.61
1084	700	Button Battery,Alkaline,1.5VDC,LR44,PK4	STREAMLIGHT	72030	Electronics, Appliances, and Batteries	3KKF6	PK	4	7.31	0.19	1.93
1085	700	Clear,4-Pin (2G11)	LEVITON	23452-H	Lighting	799L85	EA	1	3.26	0.22	2.29
1086	700	Paint Marker, Permanent, Yellow	MARKAL	96821	Hand Tools	2F936	EA	1	6.09	0.14	2.58
1087	700	LED,15.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	15.5T8/COR/48-835/MF21/G/BAA 25/1	Lighting	60WT65	EA	1	23.22	0.22	16.62
1088	700	Cut-Resistant Gloves,M/8,PR	HYFLEX	11-939	Safety	54EL01	PR	1	25.42	0.19	11.63
1089	700	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/ADV835 ALTO 30PK	Lighting	492X63	EA	1	8.13	0.22	3.52
1090	700	Isolation Gown,Universal,White	CELLUCAP	434TKCGRA	Safety	3RKU6	EA	1	5.38	0.19	1.73
1091	700	Edger Blade, 10 In.	STENS	375352	Outdoor Equipment	11T608	EA	1	6.03	0.12	4.78
1092	700	Hang and Stack Bin,Red,Plastic,5 in	AKRO-MILS	30230RED	Material Handling	2W074	EA	1	8.74	0.15	3.37

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1093	700	Safety Glasses,Gray,Uncoated	XENON	SG-14G	Safety	13D088	EA	1	3.67	0.19	1.93
1094	700	Locknut,Steel,Overall L 1 45/64in	RACO	1004	Electrical	43GX09	EA	1	0.66	0.23	0.42
1095	700	Radians Foam Earplugs,PR	RADIANS	FP70	Safety	199TL9	PR	1	0.16	0.19	0.12
1096	600	Connector,Steel,Overall L 1 9/32in	RACO	2913	Electrical	52AU91	EA	1	1.74	0.23	0.89
1097	600	Coated Gloves,Palm and Fingers,M	HYFLEX	48-101	Safety	2RA96	PR	1	3.02	0.19	1.62
1098	600	Putty Knife,Flex,1-1/2",Polypropylene	HYDE	05510	Hand Tools	1DBA2	EA	1	1.13	0.14	0.49
1099	600	First Aid Kit,10 People Served,8" W,5" H	FIRST AID ONLY	91322	Safety	794KF9	EA	1	41.17	0.19	30.02
1100	600	Silicone Sealant,White,Advanced Silicone	GE	2812565	Adhesives, Sealants and Tape	3LA49	EA	1	17.52	0.1	6.7
1101	600	Label Tape Cartridge,26 ft.4"L,1/2" W	BROTHER	TZe231	Safety	13C490	EA	1	28.72	0.19	14.01
1102	600	Windshield Delcer,Aerosol,12 oz	CRC	05346	Fleet and Vehicle Maintenance	5VE68	EA	1	9.48	0.08	4.37
1103	600	Marking Wand,34" L	RUST-OLEUM	2393000	Paint, Equipment and Supplies	6A379	EA	1	85.94	0.12	37.03
1104	600	Paint Marker, Permanent, White	MARKAL	96820	Hand Tools	2F934	EA	1	6.09	0.14	2.58
1105	600	Reducing Bushing,Steel,Trd Sz 1/2; 3/4in	HUBBELL KILLARK	RE21S	Electrical	2NE31	EA	1	6.05	0.23	3.73
1106	600	Paper Towel Roll,800,White,89470,PK6	GEORGIA-PACIFIC	89470	Cleaning	4DJV9	PK	6	183.09	0.22	86.16
1107	600	Epoxy Adhesive,Tube,1:1 Mix Ratio	J-B WELD	8265-S	Adhesives, Sealants and Tape	2UV83	EA	1	8.28	0.1	5.55
1108	600	Control Stop Repair Kit,Sloan	SLOAN	H543ASD	Plumbing	2XU32	EA	1	17.59	0.2	11.67
1109	600	Cut-Resistant Gloves,M/8,PR	ACTIVARMR	80-400	Safety	2RA87	PR	1	9.51	0.19	5.69
1110	600	CFL,32 W,PL-T,4-Pin (GX24q-3)	PHILIPS	PL-T 32W/841/A/4P/ALTO	Lighting	492Z26	EA	1	12.24	0.22	7.52
1111	600	Leather Gloves,Beige,XL,PR	MCR SAFETY	3401XL	Safety	21NM38	PR	1	12.06	0.19	4.84
1112	600	Corr Shelf Bin,White,Cardboard,4 1/2 in	PACKAGING CORPORATION OF AMERICA	BIN 6-9	Material Handling	31AW58	EA	1	2.11	0.15	1.02
1113	600	Absorbent Powder,Universal,Size 25 lb.	SPILL MAGIC	97125	Safety	437J91	EA	1	28.87	0.19	13.47
1114	600	CutOff Wheel,Z-Tech,4-1/2"x.045"x7/8"	UNITED ABRASIVES-SAIT	23324	Abrasives	1AUA6	EA	1	5.07	0.1	1.97
1115	600	Reducing Washer,1" to 3/4" Conduit Size	RACO	1367	Electrical	52AW37	EA	1	0.32	0.23	0.11
1116	600	Coated Gloves,3/4 Dip,10",M	MCR SAFETY	96781M	Safety	49DC28	PR	1	5.29	0.19	2.23
1117	600	Flat Mop Pad,Red,Microfiber	UNGER	MM40R	Cleaning	2MXA5	EA	1	38.71	0.22	19.89
1118	600	Lightstick,Yellow,12 hr.,6 In. L,PK10	SNAPLIGHT BY CYALUME TECHNOLOGIES	9-08004B	Safety	8YY28	PK	10	17.25	0.19	11.88
1119	600	Lockout Padlock,KD,Red,1-3/4"H	MASTER LOCK	410RED	Safety	4FG03	EA	1	19.14	0.19	10.04
1120	600	Roller Cover,4"L,1/2"Nap,Polyester/Wool	PREMIER	4KW2-50	Paint, Equipment and Supplies	24K678	EA	1	3.64	0.12	1.9
1121	600	Spray Adhesive,Aerosol,Net Wgt 17.6fl oz	3M	90	Adhesives, Sealants and Tape	3MA16	EA	1	34.19	0.1	19.69
1122	600	Pet Waste Bag,3/4 gal.,PK10	POOPY POUCH	PP-RB-200	Cleaning	19XZ86	PK	10	87.57	0.22	41.49
1123	600	CutOff Whl,Gemini,3"x1/16"x3/8",25465rpm	NORTON	66252835553	Abrasives	25TZ46	EA	1	1.83	0.1	0.94
1124	600	Spray Outlet,Plastic	NEOPERL	5504505	Plumbing	4XGL2	EA	1	1.54	0.2	1
1125	600	Battery,Alkaline,9V,Premium,PK12	DURACELL	MN1604BKD	Electronics, Appliances, and Batteries	21EK79	PK	12	64.58	0.19	37.18
1126	600	Coated Gloves,Palm and Fingers,9,9"	HYFLEX	11-800	Safety	4WX16	PR	1	6.29	0.19	3.89
1127	600	Quick Connect Filter,0.5 micron,1.7 gpm	PENTAIR/EVERPURE	EV961222-75	Plumbing	53GK24	EA	1	158.41	0.2	76.26
1128	600	Rubber Boot,Men's,11,Knee,Black,PR	HONEYWELL SERVUS	18821/11	Safety	3JZR7	PR	1	31.76	0.19	17.54
1129	600	Aerosol,Foam/ Wetting Agent,Class AB	FIREADE	10FA2K-6BB	Safety	53PW74	EA	1	15.41	0.19	10.44
1130	600	Plug-In CFL Bulb,26W,1800 lm,4100K	SYLVANIA	CF26DT/E/IN/841/ECO	Lighting	56GK52	EA	1	7	0.22	5.46
1131	600	Chemical Resistant Gloves,Green,Sz 10,PR	SHOWA	730-10	Safety	4JF20	PR	1	2.77	0.19	1.47
1132	600	Pipe Thread Sealant,8 fl oz,Gray	MARKAL	12219	Adhesives, Sealants and Tape	41MW04	EA	1	11.68	0.1	8.38
1133	600	Tape Measure,1 In x 25 ft,Yellow,In./Ft.	STANLEY	30-455	Hand Tools	5HK84	EA	1	14.92	0.14	6.26
1134	600	CutOff Whl,Gemini Asphalt,14"x.125"x20mm	NORTON	70184672877	Abrasives	12V879	EA	1	20.6	0.1	17.24
1135	600	Box Sealing Tape,Hot Melt Resin	SCOTCH	375	Adhesives, Sealants and Tape	24A626	EA	1	18.53	0.1	7.98
1136	600	Glue Trap,5-1/4 In. L,3-1/2 In. W,PK4	CATCHMASTER	104	Outdoor Equipment	5YAY1	PK	4	2.61	0.12	1.42
1137	600	Multi-Band,Blue,Universal Size	CHILL-ITS BY ERGODYNE	6487	Safety	56KA79	EA	1	18.92	0.19	11.89
1138	600	Handle Assembly,Sloan	SLOAN	B32A	Plumbing	2VEH1	EA	1	24.92	0.2	13.75
1139	600	License Plate Cover,Clear/Black,Polymer	BELL	45601-8	Fleet and Vehicle Maintenance	1EZA5	EA	1	6.41	0.08	5.9
1140	600	Plug-In CFL Bulb,3500K,13W,10,000 hr	CURRENT	F13BX/835/ECO	Lighting	1PGU5	EA	1	5.56	0.22	2.52
1141	600	Absorb Pad,Oil-Based Liquids,White,PK50	PIG	MAT415	Safety	30RA15	PK	50	81.27	0.19	44.88
1142	600	Anti-Vibration Gloves,L/9,9",PR	IRONCLAD	WWI2-04-L	Safety	21AN99	PR	1	26.78	0.19	19.52
1143	600	Water/Oil Resis mechanic style Glove,PR1	IRONCLAD	EXO-MWR-04-L	Safety	45VK54	PR	1	15.04	0.19	5.46
1144	600	Safety Glasses,Lens Clear,Polycarbonate	MILWAUKEE	48-73-2013	Safety	787UG2	EA	1	21.78	0.19	15.88
1145	600	Grab Hook,Steel,G70,Clevis,6600 lb.	B/A PRODUCTS CO.	11-38G7H	Material Handling	9XD05	EA	1	10.78	0.15	8.24
1146	600	Coupling,Steel,Overall L 2 5/32in	RACO	2923RT	Electrical	52AU79	EA	1	4.53	0.23	1.53
1147	600	FLUOR Ballast,Electronic,Programmed,54W	ADVANCE	ICN-2S54-T	Lighting	3CE46	EA	1	51.92	0.22	36.11
1148	600	Thread Sealant Tape,1/2" W,White	ANTI-SEIZE TECHNOLOGY	16030A	Adhesives, Sealants and Tape	4X227	EA	1	2.98	0.1	1.31
1149	600	HPS Bulb,ED23-1/2,E39,9500 lm,100W	CURRENT	LU100/H/ECO	Lighting	2VAD5	EA	1	24.83	0.22	13.52
1150	600	Flange Bolt Set,Universal Fit	HARVEY	051151	Plumbing	5PA63	EA	1	3.53	0.2	2.29
1151	600	Coupling,Steel,Overall L 1 59/64in	RACO	2922	Electrical	52AU67	EA	1	0.93	0.23	0.58
1152	600	Hip Wader,Men's,10,Steel,Black/Yellow,PR	TALON TRAX	5T256	Safety	5T256	PR	1	95.01	0.19	55.69
1153	600	Knee Pads,Swivel,Foam,Universal,PR	CLC	V6355	Safety	5LF33	PR	1	37.89	0.19	18.47
1154	600	2-Cycle Engine Oil,Conventional,8oz	MAG 1	MAG60138	Fleet and Vehicle Maintenance	20RW80	EA	1	2.13	0.08	1.25
1155	600	Connector,Steel,Trade Size 1/2in	RACO	2800	Electrical	1RVU8	EA	1	1.4	0.23	0.64
1156	600	Quick Connect Filter,0.5 micron,1.7 gpm	PENTAIR/EVERPURE	EV961227-75	Plumbing	5WFE8	EA	1	147.24	0.2	70.4
1157	600	Shelf Bin,Blue,Polypropylene,7 in	QUANTUM STORAGE SYSTEMS	SSB443BL	Material Handling	24K178	EA	1	25.61	0.15	12.88
1158	600	U-Bend FLUOR Bulb,T8,G13,4100K,32W	CURRENT	F32T8/SPX41/U6/ECO	Lighting	2ETT3	EA	1	22.46	0.22	10.87
1159	600	Linear LED Bulb,T8,48"L,2-Pin(G13),4000K	CURRENT	LED11ET8/G/4/840	Lighting	55GT88	EA	1	13.73	0.22	9.64
1160	600	Cut-Off Wheel,6 D,.045 T,7/8	NORTON	66252843221	Abrasives	33N321	EA	1	8.11	0.1	3.57
1161	600	Putty Knife,Flexible,1-1/2",Carbon Steel	HYDE	04101	Hand Tools	38HR90	EA	1	3.37	0.14	1.98
1162	600	Ice Melt,Granular,12 lb. Jug,-8 F	PREMIERE	CPM012JG-GR	Outdoor Equipment	5UUY4	EA	1	20.67	0.12	13.7
1163	600	Roller Cover,9"L,3/8"Nap,Polyester,PK6	PREMIER	6PK38	Paint, Equipment and Supplies	1UFN1	PK	6	12.28	0.12	4.31
1164	600	LED Lamp,T8 Bulb Shape,8.9 W,1600 lm	PHILIPS	8.9T8/MAS/48-840/IF16/P/DIM 10/1	Lighting	61LA68	EA	1	18.26	0.22	12.22
1165	600	Combination Cartridge/Filter,PK2	3M	60921	Safety	4JG10	PK	2	50.68	0.19	26.83
1166	600	Tongue and Groove Plier Set,Dipped,3Pcs.	CHANNELLOCK	GS-3	Hand Tools	3JZC9	EA	1	69.98	0.14	37.59
1167	600	2-Point Utility Blade,3/4 In. W,PK100	STANLEY	11-921A	Hand Tools	4A805	PK	100	24.09	0.14	10.27
1168	600	Mop Pad,Red,Microfiber	RUBBERMAID COMMERCIAL PRODUCTS	FGQ41000RD00	Cleaning	3CCX1	EA	1	23.97	0.22	9.41
1169	600	Coated Gloves,Blue/Gray,L,PR	SHOWA	305L-09	Safety	3RUF4	PR	1	5.95	0.19	3.27
1170	600	Spray Paint,OSHA Safety Red,12 oz.	RUST-OLEUM	1660830	Paint, Equipment and Supplies	6KP09	EA	1	11.55	0.12	5.1

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1171	600	Coated Glvs,Palm Finger,Blk/Gry,11,	HYFLEX	11-600	Safety	1FEX1	PR	1	3.59	0.19	2.2
1172	600	Gatorade,20 oz.,Liquid,PK24	GATORADE	10052000120781	Safety	48UT85	PK	24	55.36	0.19	33.88
1173	600	Foam Brush,1 in,Foam,Polyurethane Foam	WOOSTER	3102-1	Paint, Equipment and Supplies	38UX04	EA	1	0.56	0.12	0.28
1174	600	Tape Measure,1-1/4 Inx25 ft,Yellow/Black	STANLEY	33-725	Hand Tools	5HL16	EA	1	41.35	0.14	19.55
1175	600	PVC Conduit,PVC,Trade Size 1in	CANTEX	A52BA12	Electrical	4EUA7	EA	1	25.02	0.23	14.44
1176	600	Electrical Box Cover,Galvanized Zinc	RACO	860	Electrical	4A240	EA	1	2.05	0.23	0.65
1177	600	Gas Mask Canister,Threaded	MSA	10046570	Safety	4DA82	EA	1	158.08	0.19	97.5
1178	600	Striping Paint,20 oz,Dark Blue	RUST-OLEUM	263446	Paint, Equipment and Supplies	23N405	EA	1	15.45	0.12	5.44
1179	600	Rubbing Alcohol,Antiseptics,Bottle	SWAN	26831	Safety	3WHL3	EA	1	10.63	0.19	4.05
1180	600	Knit Cap,Universal,Navy Blue	CARHARTT	A18-NVY OFA	Safety	3MUH6	EA	1	25.38	0.19	11.76
1181	600	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	IOPA-4P32-LW-N	Lighting	41H214	EA	1	26.85	0.22	19.53
1182	600	Relief Valve,Sloan	SLOAN	A19ACM	Plumbing	32L613	EA	1	22.93	0.2	11.99
1183	600	Butane Refill Canister,5-1/8 Oz	MASTER APPLIANCE	51773	Welding	3W799	EA	1	9.34	0.1	6.69
1184	600	Coated Gloves,3/4 Dip,10",L,	MCR SAFETY	9673L	Safety	36H993	PR	1	4.43	0.19	1.84
1185	600	Hip Wader,Men's,11,Steel,Black/Yellow,PR	TALON TRAX	5T257	Safety	5T257	PR	1	95.01	0.19	57.44
1186	600	Lightstick,Green,12 hr.,6 In. L,PK10	SNAPLIGHT BY CYALUME TECHNOLOGIES	9-08001B	Safety	8XZM7	PK	10	17.25	0.19	11.88
1187	600	Adhesive Remover,12 oz,Aerosol Spray Can	GOOF OFF	FG658	Cleaning	6XFF6	EA	1	12.55	0.22	5.76
1188	600	Personal Eye Wash Bottle,1 oz.	PHYSICIANSCARE	7-008	Safety	31DJ96	EA	1	5.18	0.19	3.78
1189	600	Heavy Duty Anti-Seize,12.5 oz.,Aerosol	ANTI-SEIZE TECHNOLOGY	18014	Lubrication	23YA37	EA	1	26.68	0.1	13.68
1190	600	Coated Gloves,3/4 Dip,10-1/2",XL,	MCR SAFETY	9673XL	Safety	36H994	PR	1	4.43	0.19	1.84
1191	600	Automotive Cleaner,Liquid,16 oz.,Clear	ARMOR ALL	78513	Fleet and Vehicle Maintenance	458R74	EA	1	9.18	0.08	4.79
1192	600	Paint Grid Wire, 10 In.	WOOSTER	F0001	Paint, Equipment and Supplies	3UW49	EA	1	3.34	0.12	1.91
1193	600	Disposable Respirator,Universal,N100	3M	8233	Safety	4JG03	EA	1	18.95	0.19	9.43
1194	600	CutOff Wheel,GeminiFreeCut,3"x.035"x1/4"	NORTON	66243510627	Abrasives	5A921	EA	1	3.26	0.1	1.49
1195	600	Electrical Box Cover,Blank,4-3/4" W	RACO	832SP	Electrical	3LN26	EA	1	2.72	0.23	1.04
1196	600	Pipe Insulation,ID 1",Wall Thick 1/2"	OWENS CORNING	722609	Plumbing	40PP32	EA	1	13.73	0.2	5.08
1197	600	Abrasive Cut-Off Wheel,Type 41,Grit 36	NORTON	66252841997	Abrasives	436D96	EA	1	4.67	0.1	1.75
1198	600	Cable Tie,7.4 in,Black,PK100	PANDUIT	PLT2S-C0	Electrical	21F275	PK	100	36.72	0.23	23.87
1199	600	Linear Fluorescent Bulb,32W,3500K	SYLVANIA	FO32835XPSECO3	Lighting	56GK14	EA	1	5.56	0.22	3.98
1200	600	Connector,Steel,Trade Size 3/8in	THOMAS & BETTS	300-TB	Electrical	2RER9	EA	1	4.91	0.23	2.06
1201	600	Coated Gloves,Nylon,M,PR	MCR SAFETY	9666M	Safety	33M007	PR	1	2.29	0.19	1.51
1202	600	Disinfecting Wipes,35 ct,Canister,PK12	CLOROX	01594	Cleaning	1AU17	PK	12	99.37	0.22	38.73
1203	600	Carbide Tipped Holesaw,7/16" Hex,1-7/8"	MORSE	MHSTK30	Power Tools	797RF4	EA	1	13.66	0.11	10.94
1204	600	Line Marking Paint,20oz,Fluorescent Blue	RUST-OLEUM	205176	Paint, Equipment and Supplies	10Z861	EA	1	11.73	0.12	4.06
1205	600	Rubber Boot,Men's,9,Knee,Black,PR	HONEYWELL SERVUS	18821/9	Safety	3JZV8	PR	1	31.76	0.19	17.54
1206	600	Marking Paint,20 oz,Asphalt Black	KRYLON INDUSTRIAL	A03550007	Paint, Equipment and Supplies	54TH61	EA	1	13.26	0.12	4.31
1207	600	Filter,Magenta,Threaded,PK2	HONEYWELL NORTH	7580P100B	Safety	3WZK2	PK	2	13.84	0.19	10.09
1208	600	Cut Resistant Gloves,Lgt Gry,9	HYFLEX	11-644	Safety	24L255	PR	1	14.23	0.19	7.74
1209	600	Battery,Lithium,Size 2CR5,6VDC	ENERGIZER	EL2CR5BP	Electronics, Appliances, and Batteries	45EK23	EA	1	18.79	0.19	4.67
1210	600	CutOff Wheel,A60T,5"x.045"x7/8",12200rpm	DEWALT	DW8063	Abrasives	6HD45	EA	1	3.32	0.1	2
1211	600	CFL,27 W,PL-T,4-Pin (GX24q-3)	PHILIPS	PL-T 26W/835/A/4P/ALTO	Lighting	492Z21	EA	1	12.24	0.22	7.16
1212	600	Duct Tape,Gray,1 7/8 in x 60 yd,9 mil	NASHUA	2280	Adhesives, Sealants and Tape	26W990	EA	1	12.81	0.1	4.3
1213	600	Coated Gloves,Nylon,XL,PR	MCR SAFETY	96731HVXL	Safety	48GJ60	PR	1	3.67	0.19	2.12
1214	600	Push Button Assembly,Acorn	ACORN	2566-050-001	Plumbing	2EVZ8	EA	1	53.35	0.2	36.97
1215	600	Industrial De-Icer,Net 16 Oz.	SPRAYWAY	SW758	Fleet and Vehicle Maintenance	45C019	EA	1	12.18	0.08	5.7
1216	600	Anti-Vibration Gloves,XL/10,9",PR	IRONCLAD	WWI2-05-XL	Safety	21AP01	PR	1	26.78	0.19	19.52
1217	600	Plug-In CFL Bulb,13W,800 lm,4100K	SYLVANIA	CF13DS/841/ECO	Lighting	56GK22	EA	1	5	0.22	3.47
1218	600	Emrg Lght,Plst,Nick Cad,1 W,LED	LITHONIA LIGHTING	EU2C LED	Lighting	13M588	EA	1	45.68	0.22	28.37
1219	600	Scouring Pad,4 1/2 in L,Green,PK80	3M	9650	Cleaning	1CJ70	PK	80	87.64	0.22	51.57
1220	600	Fuse,Midget,10A,ATM Series	MERSEN	ATM10	Electrical	4ZCJ2	EA	1	16.36	0.23	6.51
1221	600	Trip Lever,Universal Fit	KISSLER	60-1018	Plumbing	23YV94	EA	1	5.72	0.2	3.41
1222	600	Conduit Clamp,PVC,Overall L 2.188in	CANTEX	5133736	Electrical	4FYT5	EA	1	1.42	0.23	0.5
1223	600	Fly Trap,24" L,2" W	CATCHMASTER	8DF85	Outdoor Equipment	8DF85	EA	1	6.34	0.12	4.12
1224	600	Leather Gloves,XL/10	BDG	30-1-903K-11	Safety	55LC68	PR	1	3.07	0.19	2.24
1225	600	Chemical Resistant Glove,13 mil,Sz 9,PR	ALPHATEC	88-390	Safety	2WLF5	PR	1	1.65	0.19	0.82
1226	600	Sign Post,Silver,Steel,10 ft L	TAPCO	1603-00003	Safety	8LV69	EA	1	90.52	0.19	52.27
1227	600	Nitrile Glove,6.00 mil Palm,L,PK100	KIMBERLY-CLARK	49277	Safety	55LT10	PK	100	48.49	0.19	25.56
1228	600	Fuse,Class RK5,15A,FRN-R Series	BUSSMANN	FRN-R-15	Electrical	1A695	EA	1	12.46	0.23	4.1
1229	600	Metering Cartridge	CHICAGO FAUCETS	671-XJKABNF	Plumbing	2EU68	EA	1	55.71	0.2	34.74
1230	600	Chemical Resistant Glove,15 mil,Sz 9,PR	ALPHATEC	37-155	Safety	4T421	PR	1	3.68	0.19	2.02
1231	600	Reducing Bushing,Iron,Trd Sz 1/2; 3/4in	APPLETON ELECTRIC	RB75-50	Electrical	10U843	EA	1	3.79	0.23	2.11
1232	600	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	N482	Safety	4GXN2	PK	100	28.74	0.19	18.41
1233	600	Glove Clip,1-1/4" x 5-1/2"	PROTO	JPPEGLV	Safety	24AL33	EA	1	10.99	0.19	5
1234	600	Push-In Connector,Gray,0.83",440V	WAGO	221-683	Electrical	798HN8	EA	1	4.81	0.23	3.33
1235	600	Bolt Repair Kit,Universal Fit	KISSLER	68-8140	Plumbing	14U363	EA	1	3.61	0.2	2.25
1236	600	Metal Cut-Off Wheel,4-1/2"x.045"x7/8"	DEWALT	DWA8051	Abrasives	120W81	EA	1	2.21	0.1	1.85
1237	600	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W836	Material Handling	1W836	EA	1	1.81	0.15	1.38
1238	600	Connector,Zinc,Trade Size 1/2in	RACO	2692	Electrical	43GY85	EA	1	2.55	0.23	1.58
1239	600	Connector,Steel,Overall L 1 23/32in	RACO	2124	Electrical	43GY60	EA	1	2.05	0.23	0.93
1240	600	Sign Post,Green,Steel,8 ft L	TAPCO	054-00014	Safety	39F187	EA	1	33.12	0.19	15.22
1241	600	Folding Utility Knife,6-7/8" L	MILWAUKEE	48-22-1501	Hand Tools	55ZY63	EA	1	17.75	0.14	13.74
1242	600	Universal Remote Control,Spillproof	CLEAN REMOTE	CR1	Electronics, Appliances, and Batteries	6KJC5	EA	1	19.47	0.19	9.01
1243	600	Instant Adhesive,0.53 fl oz,Bottle	GORILLA	7805002	Adhesives, Sealants and Tape	4GZK6	EA	1	8.78	0.1	4.25
1244	600	Tack Cloth,18 In x 36 In,PK3	DEROYAL	TC3	Paint, Equipment and Supplies	41U063	PK	3	2.2	0.12	0.94
1245	600	Stack and Nest Ctr,Gray,Solid,Polymer	AKRO-MILS	35180GREY	Material Handling	5W062	EA	1	22.4	0.15	10.62
1246	600	Plug-In CFL Bulb,4100K,40W,20,000 hr	CURRENT	F40/30BX/SPX41	Lighting	4VC27	EA	1	20.89	0.22	7.64
1247	600	Emergency Blanket & Pillow Pack	KAMP-RITE TENT COT INC	KRBP102	Safety	4VNG9	EA	1	43.84	0.19	22.85
1248	600	Germicidal Cleaner,Fruity,20 oz	CRC	14430	Cleaning	4JB53	EA	1	16.48	0.22	8.36

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1249	600	Tubing Cutter Wheel For 4CW54/5A193	RIDGID	33160	Hand Tools	4CW63	EA	1	8.51	0.14	5.71
1250	600	CO2 Cartridges,PK12	DIVERSITECH	GGC-12	HVAC and Refrigeration	1GDL8	PK	12	51.86	0.17	22.1
1251	600	HPS Bulb,ED23-1/2,E39,16,000 lm,150W	CURRENT	LU150/55/H/ECO	Lighting	2VAD7	EA	1	26.91	0.22	12.33
1252	600	Rubber Bands,Size 84,3-1/2"x1/2",PK155	UNIVERSAL	UNV00184	UNCATEGORIZED	335H82	PK	155	9.31	0.05	7.96
1253	600	Connector,Nylon	HUBBELL WIRING DEVICE-KELLEMS	SEC50BA	Electrical	2DPE4	EA	1	4.47	0.23	1.95
1254	600	Linear Fluorescent Bulb,54W,5000K	SYLVANIA	FP54/850/HO/ECO	Lighting	56GK65	EA	1	4.25	0.22	3.04
1255	600	Mechanics Gloves,Black,11,PR	MECHANIX WEAR	MG-05-011	Safety	2NPL3	PR	1	33.02	0.19	18
1256	600	Folding Utility Knife,Metal	MILWAUKEE	48-22-1505	Hand Tools	61DE54	EA	1	29.08	0.14	22.51
1257	600	Gasket Sealant,6.5 oz,Translucent	CRC	14055	Adhesives, Sealants and Tape	2YE19	EA	1	52.02	0.1	19.24
1258	600	Silicone Sealant,White,Dynaflex 230	DAP	18275	Adhesives, Sealants and Tape	5A468	EA	1	8.56	0.1	3.94
1259	600	Connector,Steel,Overall L 1 51/64in	RACO	2913RT	Electrical	52AU82	EA	1	3.73	0.23	1.44
1260	600	Marking Paint,20 oz,Caution Blue	RUST-OLEUM	264694	Paint, Equipment and Supplies	21CJ71	EA	1	11.01	0.12	3.85
1261	600	Drill/Tap Set,6pc,UNC	GREENLEE	DTAPKIT	Machining	4GB12	EA	1	68.55	0.07	34.72
1262	600	Masking Tape,15/16" W,60 yd L,Tan	SHURTAPE	CP 106	Adhesives, Sealants and Tape	24K260	EA	1	3.53	0.1	1.85
1263	600	Paint Brush,1/2 in,Chip,China Hair,Soft	PREMIER	WV05	Paint, Equipment and Supplies	52CN23	EA	1	0.52	0.12	0.38
1264	600	Rust Preventative Spray Paint,White	RUST-OLEUM	7592838	Paint, Equipment and Supplies	490T16	EA	1	18.53	0.12	6.21
1265	600	Chemical Resistant Glove,11 mil,Sz 11,PR	ALPHATEC	37-145	Safety	3AP82	PR	1	2.98	0.19	1.34
1266	600	Disposable Gloves,Rubber Latex,L,PK50	MICROFLEX	UL-315-L	Safety	2TEL5	PK	50	25.37	0.19	15.4
1267	600	Surgical Mask 3PLY Level 1,PK50	ALTOR SAFETY	62212	Safety	785EH9	PK	50	12.01	0.19	8.76
1268	600	Battery,Alkaline,Size A23,12VDC,PK2	ENERGIZER	A23BPZ-2	Electronics, Appliances, and Batteries	45EK03	PK	2	5.66	0.19	2.44
1269	600	Insect Repellent,6 oz.,Aerosol	CUTTER	HG-96280	Outdoor Equipment	36WG47	EA	1	13.26	0.12	5.22
1270	600	Incandescent Bulb,A15,100 lm,15W	CURRENT	15A/W -120V	Lighting	1CWY4	PK	2	2.08	0.22	1.27
1271	600	Electrical Box,Square,4 X 1-1/2 in.	RACO	189	Electrical	6XC65	EA	1	4.44	0.23	1.58
1272	600	Condenser Cleaner,Liquid,1 gal,Blue	NU-CALGON	4291-08	HVAC and Refrigeration	1ANG9	EA	1	47.56	0.17	20.79
1273	600	Car Wash Brush,10" L,Yellow	CARRAND	93086	Fleet and Vehicle Maintenance	39R408	EA	1	23.56	0.08	11.37
1274	600	Linear LED Bulb,T8,47-3/4" L,G13,3500K	PHILIPS	14T8/COR/48-835/IF20/G/DIM 10/1	Lighting	406T67	EA	1	12.03	0.22	8.44
1275	600	Disposable Respirator,White,PK20	HONEYWELL	DC300N95	Safety	56LA92	PK	20	14.73	0.19	11.93
1276	600	Adapter,Wrot Copper,3/4" Tube,CxMNPT	NIBCO	604 3/4	Plumbing	1VLW1	EA	1	4.84	0.2	3.31
1277	600	Connector,Steel,Overall L 1 37/64in	RACO	2902RT	Electrical	52AU55	EA	1	2.54	0.23	1.02
1278	600	Angle Broom,38 in Handle L,11 in Face	RUBBERMAID COMMERCIAL PRODUCTS	FG637500GRAY	Cleaning	5M896	EA	1	25.26	0.22	7.27
1279	600	Spray Bottle,32 oz,9 3/8"H,White	IMPACT	5032AB-90	Cleaning	39FD08	EA	1	2.33	0.22	1.22
1280	600	Janitor Cart,38 in H,32 gal Cap.	RUBBERMAID COMMERCIAL PRODUCTS	FG617388BLA	Cleaning	5M880	EA	1	334.29	0.22	116.8
1281	600	Silicone Sealant,Clear,Advanced Silicone	GE	2812562	Adhesives, Sealants and Tape	3LA48	EA	1	17.52	0.1	6.7
1282	600	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	V2177838	Paint, Equipment and Supplies	4CH75	EA	1	15.38	0.12	5.94
1283	600	Hand Soap,GRN,1,200 mL,Aloe,42715,PK2	GEORGIA-PACIFIC	42715	Cleaning	53JU94	PK	2	114.74	0.22	44.25
1284	600	Pipe Insulation,ID 3/4",Wall Thick 1/2"	OWENS CORNING	722597	Plumbing	40PP22	EA	1	12.96	0.2	4.75
1285	600	Fuse,Class K5,20A,NON Series	BUSSMANN	NON-20	Electrical	4XF91	EA	1	3.69	0.23	2.02
1286	600	Inverted Striping Paint,18 oz,Yellow	RUST-OLEUM	2348838V	Paint, Equipment and Supplies	784GN4	EA	1	15.75	0.12	12.76
1287	600	Multi-Band,Lime,Polyester,Universal	CHILL-ITS BY ERGODYNE	6485	Safety	5JDY6	EA	1	14.39	0.19	10.92
1288	600	Pipe Insulation,ID 2",Wall Thick 1"	OWENS CORNING	722586	Plumbing	4LFD5	EA	1	17.43	0.2	9.99
1289	600	Spray Paint,Black,Gloss,12 oz	RUST-OLEUM	1679830V	Paint, Equipment and Supplies	783AE9	EA	1	12.89	0.12	8.51
1290	600	Linear Fluorescent Bulb,30W,4200K	SYLVANIA	F30T8/CW	Lighting	56GJ99	EA	1	3.78	0.22	2.95
1291	600	Coated Gloves,Palm and Fingers,2XL	HYFLEX	48-101	Safety	2RA99	PR	1	3.02	0.19	1.62
1292	600	Bandage,Beige,Fabric,Box,3 In L,PK8	FIRST AID ONLY	1-009	Safety	39N883	PK	8	2.11	0.19	1.12
1293	600	Recip Saw Blade Set, Blade L 6 in.,9 in.	MILWAUKEE	49-22-1129	Power Tools	2VJ50	EA	1	34.25	0.11	25.66
1294	600	8.5 W,PL Horizontal,4-Pin (G24q/GX24)	PHILIPS	8.5PL-C/T LED/26H-4000 IF 4P 10/1	Lighting	44ZA57	EA	1	21	0.22	12.64
1295	600	Coated Gloves,Nylon,XL,PR	MCR SAFETY	9666XL	Safety	33M009	PR	1	2.29	0.19	1.51
1296	600	Chemical Resistant Glove,13 mil,Sz 7,PR	ALPHATEC	88-390	Safety	2WLF3	PR	1	1.65	0.19	0.82
1297	600	Label Cartridge,Black/Yellow,3/4 In. W	BRADY	M21-750-595-YL	Safety	3PXX9	EA	1	55.12	0.19	25.47
1298	600	90 Elbow,Push To Connect,1/2 In.	SHARKBITE	U308LF	Pipe, Hose, Tube & Fittings	19F879	EA	1	13.34	0.2	5
1299	600	CutOff Wheel,A60T,4"x.045"x5/8",19000rpm	DEWALT	DW8061	Abrasives	6HD43	EA	1	2.24	0.1	0.74
1300	600	Fuse Holder,0 to 30A,Midget,1 Pole	BUSSMANN	HEB-AA	Electrical	1BW56	EA	1	56.84	0.23	13.79
1301	600	Disposable Gloves,Rubber Latex,S,PK100	MICROFLEX	MF-300-S	Safety	2TEK4	PK	100	25.76	0.19	15.46
1302	600	LED,9 W,BR25,4-Pin (G24q-3)	CURRENT	LED9G24Q-V/840	Lighting	460U52	EA	1	21.07	0.22	7.77
1303	600	Folding Pocket Utility Knife,4 1/4 In	STANLEY	10-049	Hand Tools	5R669	EA	1	10.33	0.14	6.71
1304	600	Hang and Stack Bin,Blue,Plastic,5 in	AKRO-MILS	30235BLUE	Material Handling	5W867	EA	1	15.51	0.15	3.94
1305	600	Cut Res Gloves,Nitrile,Gray/Green,L	SHOWA	350L-09	Safety	12R281	PR	1	5.13	0.19	2.64
1306	600	CO2 Smoke Alarm,3V,Alkaline	KIDDE	P3010K-CO	Safety	20JK11	EA	1	101.95	0.19	49.53
1307	600	Joint Sealant,WeatherMaster,10 oz	TITEBOND	3191	Adhesives, Sealants and Tape	2GXU1	EA	1	9.57	0.1	6.29
1308	600	Flagging Tape,White/Blk,300ft x 1-3/8In	PRESCO PRODUCTS CO	SWBK-200	Security	3JWD2	EA	1	3.09	0.15	2.37
1309	600	Ear Plugs,Corded,Bell,33dB,PK100	HONEYWELL HOWARD LEIGHT	MAX-30	Safety	5FV17	PK	100	50.2	0.19	29.1
1310	600	Mechanics Gloves,Black,9,PR	MECHANIX WEAR	MG-05-009	Safety	2NPL1	PR	1	33.02	0.19	18
1311	600	LED,9.9 W,T8,Medium Bi-Pin (G13)	PHILIPS	9.9T8/COR/48-840/MF16/G 10/1	Lighting	60WT60	EA	1	16.73	0.22	4.94
1312	600	First Aid Kit,Bulk,Green,34 Pcs	FIRST AID ONLY	10097	Safety	6XMZ8	EA	1	11.67	0.19	9.45
1313	600	Battery,6V,Alkaline Dantona Electro	DANTONA	DL-40	Electronics, Appliances, and Batteries	667W92	EA	1	12.83	0.19	8.78
1314	600	Seat,PK10	KISSLER	AB55-0652/10	Plumbing	29FJ47	PK	10	11.33	0.2	8.15
1315	600	9 wt oz.,Aerosol,Lubricant	CRC	05005	Lubrication	12W319	EA	1	9.41	0.1	5
1316	600	Cement,Box,5 lb	ROCKITE	10005	Adhesives, Sealants and Tape	6Z173	EA	1	11.89	0.1	3.88
1317	600	Abrasive Cut-Off Wheel,4-1/2" dia.	3M	87465	Abrasives	450Y23	EA	1	4.08	0.1	2.49
1318	600	Coupling,Steel,Overall L 2 1/16in	BELL	2922RT	Electrical	35U190	EA	1	2.35	0.23	0.99
1319	600	Tee,Polyalloy,1/2" x 1/2" x 1/2" Pipe	ZURN PEX	QQPT333X	Plumbing	10A567	EA	1	1.75	0.2	0.98
1320	600	Conduit Clamp,Steel,Overall L 2.836in	RACO	2233	Electrical	206G26	EA	1	0.23	0.23	0.16
1321	500	Hand Soap,ORG,2,000 mL,Fresh Fruit,PK2	GOJO	5262-02	Cleaning	3CB50	PK	2	129.12	0.22	44.83
1322	500	Medium-Strength Threadlocker,0.338 fl oz	LOCTITE	1329837	Adhesives, Sealants and Tape	5HYH7	EA	1	24.01	0.1	13.49
1323	500	Control Stop Repair Kit,Sloan	SLOAN	H541AWH	Plumbing	2VEE1	EA	1	22.97	0.2	13.31
1324	500	Pipe Insulation,ID 2-1/8",Wall Thick 1/2	OWENS CORNING	722602	Plumbing	40PP18	EA	1	17.95	0.2	6.45
1325	500	Multipurpose Grease,Cartridge,13 oz	MOBIL	121952	Lubrication	5ZN11	EA	1	20.95	0.1	9.11
1326	500	LED,5 W,PAR20,Medium Screw (E26)	FEIT ELECTRIC	PAR20DM/950CA	Lighting	56JH74	EA	1	5.92	0.22	4.16

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1327	500	Paint Solidifier,Clear,3.5 oz	HOMAX	3535	Paint, Equipment and Supplies	2AJN4	EA	1	4.86	0.12	2.2
1328	500	ABD Pad,9" L,5" W,White	HONEYWELL	065590	Safety	52LC46	EA	1	1.19	0.19	0.42
1329	500	Toilet Seat Cover,5000,White,PK20	HOSPECO	DS-5000	Cleaning	20LE14	PK	20	69.64	0.22	45.28
1330	500	Sanitizer Wipes,Bucket,6 x 6-3/4"	PURELL	9113-06	Cleaning	12H935	EA	1	24.99	0.22	11.31
1331	500	Fuse,Class RK5,20A,FRN-R Series	BUSSMANN	FRN-R-20	Electrical	1A696	EA	1	12.45	0.23	4.52
1332	500	Safety Glasses,Silver Mirror	RADIANS	MR0160ID	Safety	6XKD7	EA	1	1.99	0.19	1.18
1333	500	Hex Shank Drill Set,23pc,HSS	MILWAUKEE	48-89-4631	Power Tools	45KM96	EA	1	59.96	0.11	36.34
1334	500	Rain Suit w/Jacket/Bib,Unrated,Yellow,XL	TINGLEY	S61317	Safety	8RDH9	EA	1	16.27	0.19	8.96
1335	500	Line Marking Paint,20 oz,Fluorescent Red	RUST-OLEUM	1862838	Paint, Equipment and Supplies	6YH18	EA	1	10.45	0.12	3.82
1336	500	Primer,Purple,32 Oz,PVC and CPVC	WELD-ON	13994	Adhesives, Sealants and Tape	6KWU6	EA	1	32.15	0.1	21.82
1337	500	Natural Odor Eliminator,8 oz,Jar	FRESHWAVE IAQ	545	Cleaning	39F969	EA	1	11.61	0.22	6.47
1338	500	Line Marking Paint,20 oz,Black	RUST-OLEUM	1875838	Paint, Equipment and Supplies	10Z860	EA	1	11.73	0.12	4.06
1339	500	VF,Cut Res Gloves,Gry,9,24L255,PR	HYFLEX	11-644V	Safety	33GY85	PR	1	13.99	0.19	6.2
1340	500	Glass Clnr,Spray Can,20oz,HydroForce	CRC	14412	Cleaning	5YL03	EA	1	9.48	0.22	4.19
1341	500	Electrical Box,Handy,13.0 cu. in.	RACO	660	Electrical	4A238	EA	1	4.34	0.23	1.7
1342	500	Rust Preventative Spray Paint,Safety Red	RUST-OLEUM	7564838	Paint, Equipment and Supplies	490T08	EA	1	18.53	0.12	6.21
1343	500	Marking Paint,Nt Wgt17oz,Flscnt Hot Pink	KRYLON INDUSTRIAL	A03622007	Paint, Equipment and Supplies	54TH46	EA	1	13.26	0.12	4.31
1344	500	Plug-In CFL Bulb,3500K,26W,10,000 hr	CURRENT	F26DBX/835/ECO	Lighting	1PGY2	EA	1	11.59	0.22	5
1345	500	Coated Gloves,3/4 Dip,10-3/4",L	MCR SAFETY	96781L	Safety	49DC27	PR	1	5.29	0.19	2.23
1346	500	Precision Line Marking Paint,20oz,Silver	RUST-OLEUM	239007	Paint, Equipment and Supplies	2GXC4	EA	1	12.43	0.12	4.21
1347	500	Sports Drink Mix,Glacier Freeze,PK10	GATORADE	04457	Safety	61KG08	PK	10	11.39	0.19	8.31
1348	500	Plug-In CFL Bulb,40W,3150 lm,3500K	SYLVANIA	FT40DL/835/RS/ECO	Lighting	56GK90	EA	1	6.31	0.22	4.52
1349	500	Loose Absorbent,Cellulose,Kaolin	PIG	PLP213-1	Safety	30RC93	EA	1	33.39	0.19	15.31
1350	500	Disposable Gloves,Nitrile,2XL,PK100	MICROFLEX	BD-1005-NPF-XXL	Safety	35T204	PK	100	16.58	0.19	12.22
1351	500	ADA Handle,Sloan	SLOAN	B73A	Plumbing	5E544	EA	1	31.91	0.2	15.38
1352	500	Spot-Free Stainless Steel	CLR	G-CSS-12	Cleaning	61LV33	EA	1	14.81	0.22	10.4
1353	500	Elec Tape,66 ft Lx3/4 in W,7 mil,Orange	3M	10869	Adhesives, Sealants and Tape	3A184	EA	1	13.42	0.1	7.15
1354	500	Cap,Wrot Copper,1/2" Tube,C	NIBCO	U617 1/2	Plumbing	5P121	EA	1	0.97	0.2	0.58
1355	500	Precision Line Marking Paint,20 oz,Black	RUST-OLEUM	1675838V	Paint, Equipment and Supplies	783AE7	EA	1	12.49	0.12	4.09
1356	500	Coated Gloves,Cotton/Polyester,XL,PR	MCR SAFETY	9688VXL	Safety	2ELL1	PR	1	7.65	0.19	4
1357	500	Ear Muffs,Over-the-Head,NRR 30dB	3M PELTOR	H10A	Safety	1C139	EA	1	57.16	0.19	30.99
1358	500	Slip Joint Coupling,Sloan,PK2	SLOAN	F2AA	Plumbing	2VEA4	PK	2	13.95	0.2	8.51
1359	500	Fly Trap,25 In. L,1-1/2 In. W,PK4	CATCHMASTER	9144M4	Outdoor Equipment	5YAY4	PK	4	1.63	0.12	1.32
1360	500	Disposable Gloves,Latex,Natural,L,PK100	TOUCHNTUFF	69-210	Safety	60XM84	PK	100	18.45	0.19	12.67
1361	500	Rust Preventative Spray Paint,Alkyd Base	RUST-OLEUM	7538838	Paint, Equipment and Supplies	490T04	EA	1	18.53	0.12	6.21
1362	500	Battery,Lithium,Size 123,3VDC,PK2	STREAMLIGHT	85175	Electronics, Appliances, and Batteries	2VEW1	PK	2	10.14	0.19	4.46
1363	500	Coated Gloves,3/4 Dip,9-1/2",M,	MCR SAFETY	9673M	Safety	36H992	PR	1	4.43	0.19	1.84
1364	500	Screwdriver Set, NmPcs8	KLEIN TOOLS	85078	Hand Tools	2DGP6	EA	1	100.48	0.14	60.29
1365	500	Sign Post,Green,Steel,6 ft L	TAPCO	054-00013	Safety	39F186	EA	1	18.34	0.19	10.48
1366	500	Combination Padlock,2 in,Round,Silver	MASTER LOCK	1525BLU	Security	483N13	EA	1	13.19	0.15	8.6
1367	500	Duct Tape,Black,9.1 m Tape L	GORILLA	105631	Adhesives, Sealants and Tape	787ER3	EA	1	10.26	0.1	8.59
1368	500	Terminal Block Jumper,Copper,Plastic,Red	SCHNEIDER ELECTRIC	NSYTRAL22	Electrical	23NY19	EA	1	1.16	0.23	0.67
1369	500	Disinfectant,Lemon,1 gal,PK4	ZEP	434424	Cleaning	451C69	PK	4	191.86	0.22	80
1370	500	2.5 oz.,Aerosol,Lock Dry Lubricant	3-IN-ONE	120077	Lubrication	39EL86	EA	1	8.6	0.1	4.25
1371	500	Pipe Insulation,ID 1/2",Wall Thick 1/2"	OWENS CORNING	722579	Plumbing	45FM38	EA	1	11.66	0.2	4.51
1372	500	Lubricant/Corrosion Inhibitor,11.75 oz.	FLUID FILM	AS 11	Paint, Equipment and Supplies	10N783	EA	1	15.52	0.12	7.29
1373	500	Grease,Tacky,EP,14.1 oz,Red	VALVOLINE	VV7012410	Fleet and Vehicle Maintenance	4NPU4	EA	1	9.39	0.08	4.18
1374	500	90 Elbow, Cast Iron, 1 1/2 in, FNPT	ANVIL	0300001401	Plumbing	4KUK2	EA	1	16.91	0.2	10
1375	500	FLUOR Ballast,Electronic,Instant,49W	CURRENT	GE232MAXP-L-ULTRA	Lighting	2VEW7	EA	1	23.24	0.22	13.66
1376	500	Push-In Connector,Gray,0.73",440V	WAGO	221-482	Electrical	798HN4	EA	1	2.38	0.23	1.65
1377	500	Combination Padlock,1 1/2 in,Rectangle	MASTER LOCK	175LHSS	Security	5JKW8	EA	1	36.14	0.15	21.99
1378	500	Disposable Gloves,Rubber Latex,L,PK100	MICROFLEX	EV-2050-L	Safety	2TEL3	PK	100	23.39	0.19	14.67
1379	500	Safety Glasses,Clear,Uncoated	HONEYWELL UVEX	S301CS	Safety	6T361	EA	1	4.18	0.19	1.87
1380	500	Coated Gloves,Nylon,2XL,PR	MCR SAFETY	9669XXL	Safety	21NM55	PR	1	2.19	0.19	1.42
1381	500	Tape Measure,Steel,Yellow/Black,25 ft.	STANLEY	STHT30825	Hand Tools	20JY23	EA	1	21.64	0.14	8.4
1382	500	Linear LED Bulb,T8,24"L,2-Pin(G13),3500K	CURRENT	LED9BDT8/G2/835	Lighting	55GU01	EA	1	16.59	0.22	11.65
1383	500	Ice Scraper,6 in. L,Plastic Grip,Black	SUBZERO	16211	Fleet and Vehicle Maintenance	49LX32	EA	1	3.46	0.08	2.25
1384	500	Knockout Plug,Conduit Size 1"	RACO	1044	Electrical	52AW73	EA	1	1.79	0.23	0.71
1385	500	Chemical Resistant Glove,13 mil,Sz 10,PR	ALPHATEC	88-390	Safety	2WLF6	PR	1	1.65	0.19	0.82
1386	500	HPS Bulb,ED17,E26,6400 lm,70W	CURRENT	LU70/MED/ECO	Lighting	2V632	EA	1	27.77	0.22	12.64
1387	500	Electrical Box Cover,Square,4 in.	RACO	902C	Electrical	5AA31	EA	1	4.35	0.23	1.49
1388	500	Valve Rebuild Kit	AMERICAN STANDARD	066298-0070A	Plumbing	4THK2	EA	1	53.12	0.2	32.46
1389	500	Plug-In CFL Bulb,3500K,26W,17,000 hr	CURRENT	F26TBX/835/A/ECO	Lighting	1PGZ9	EA	1	24.05	0.22	7.2
1390	500	Plug-In CFL Bulb,4100K,26W,17,000 hr	CURRENT	F26TBX/841/A/ECO	Lighting	1PHA1	EA	1	16.51	0.22	7.97
1391	500	Control Stop Repair Kit,Sloan	SLOAN	H1006A	Plumbing	5XTH3	EA	1	24.98	0.2	14.41
1392	500	Filler Plate,Flush,1.90inW	SQUARE D	QOFP	Electrical	1D443	EA	1	5.32	0.23	2.47
1393	500	Mobilgrease FM 222, Cartridge,14oz	MOBIL	121956	Lubrication	2RV34	EA	1	14.17	0.1	6.66
1394	500	Linear Fluorescent Bulb,14W,4100K	SYLVANIA	FP14/841/ECO	Lighting	56GK54	EA	1	4.25	0.22	3.04
1395	500	Face Mask,Black,Universal	MAXIT	101919409	Safety	1GUF7	EA	1	15.56	0.19	6
1396	500	Spray Paint ,Light Gray,12 oz.	RUST-OLEUM	214645	Paint, Equipment and Supplies	2RE51	EA	1	11.73	0.12	5.22
1397	500	Funnel,9In.X1-1/8In.,Yellow	EAGLE	F15FUN	Safety	6X853	EA	1	11.98	0.19	7.06
1398	500	Hand Cleaner,,GY,1 gal,Citrus	GOJO	0955-02	Cleaning	782KZ7	EA	1	43.38	0.22	26.07
1399	500	Weatherproof Box,1Gang,3Inlet, Alum	BELL	5320-0	Electrical	3KG83	EA	1	6.58	0.23	3.64
1400	500	Disinfectant Spray,Original,19 oz,PK12	LYSOL	REC 04650	Cleaning	3WU88	PK	12	196.46	0.22	85.81
1401	500	Diaphragm Assembly,Manual,Urinals,0.5GPF	SLOAN	A43A	Plumbing	2VED6	EA	1	35.42	0.2	22.57
1402	500	Marking Paint,20oz,Fluorescent RedOrange	RUST-OLEUM	264699	Paint, Equipment and Supplies	21CJ74	EA	1	11.01	0.12	3.85
1403	500	Hand Soap,Amber,1,250 mL,Fresh Fruit,PK4	GOJO	5162-04	Cleaning	56JM28	PK	4	136.04	0.22	60.3
1404	500	Paper Towel Roll,1150,Brown,26495,PK6	GEORGIA-PACIFIC	26495	Cleaning	52RW78	PK	6	169.89	0.22	85

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1405	500	Banded Ear Plugs,Bell,25dB	MOLDEX	6506	Safety	3EAU4	EA	1	12.23	0.19	5.86
1406	500	Shelf Bin,Blue,Polypropylene,4 in	QUANTUM STORAGE SYSTEMS	QSB102BL	Material Handling	9W264	EA	1	5.43	0.15	2.84
1407	500	Coated Gloves,Black/Gray,L	SHOWA	300BL-09	Safety	3NGX7	PR	1	4.81	0.19	2.27
1408	500	Disp Glv,Blue,Nitrile,Exam PF,M,PK250	MICROFLEX	XC-310	Safety	794H50	PK	250	30.65	0.19	22.35
1409	500	Exam Glove,Nitrile,Full Texture,L,PK100	MICROFLEX	N8S	Safety	795WN9	PK	100	16.43	0.19	11.42
1410	500	Spring Snap,HD,Steel,L 2 In	LUCKY LINE PRODUCTS	4FCE2	Hardware	4FCE2	EA	1	1.31	0.05	0.78
1411	500	Multipurpose Grease,Cartridge,14oz	JET-LUBE	31750	Lubrication	26W737	EA	1	27.97	0.1	9.38
1412	500	11 oz.,Aerosol,Lubricant	BLASTER	16-SL	Lubrication	16W546	EA	1	9.03	0.1	4.39
1413	500	Visor with Neck Shade,Polyester,Lime	CHILL-ITS BY ERGODYNE	6660	Safety	19TZ64	EA	1	18.11	0.19	7.33
1414	500	Chem Res Gloves,Size 10,PR	ALPHATEC	87-224	Safety	2RA60	PR	1	3.61	0.19	2.29
1415	500	Paper Towel Roll,85,White,27385,PK30	GEORGIA-PACIFIC	27385	Cleaning	5ERE2	PK	30	83.24	0.22	37.12
1416	500	Eyewash Spray Head,1/4" NPT,GS	GUARDIAN EQUIPMENT	AP470-001	Safety	2LVE9	EA	1	23.74	0.19	15.43
1417	500	Hang and Stack Bin,Blue,PP,5 in	QUANTUM STORAGE SYSTEMS	QUS234BL	Material Handling	9DUX5	EA	1	11.26	0.15	5.84
1418	500	ConstructionAdhesive,10.5fl oz,Cartridge	TITEBOND	3401	Adhesives, Sealants and Tape	1FCB8	EA	1	5.05	0.1	3.28
1419	500	Solenoid Assembly,Sloan	SLOAN	EBV136A	Plumbing	2XU20	EA	1	52.73	0.2	28.7
1420	500	Filter,Magenta,Bayonet,PK2	3M	2097	Safety	4JG29	PK	2	21.96	0.19	10.82
1421	500	Marking Paint,20 oz,Fluorescent Orange	KRYLON INDUSTRIAL	A03700004	Paint, Equipment and Supplies	38EL41	EA	1	11.58	0.12	3.76
1422	500	Cut-Off Wheel,Ceramic,7/8" Arbor Hole	DEWALT	DWA8957F	Abrasives	49ZZ85	EA	1	4.2	0.1	2.95
1423	500	Surface-Conditioning Disc,2 in Dia,TR	SCOTCH-BRITE	7000000751	Abrasives	4ZR34	EA	1	2.53	0.1	1.64
1424	500	Disposable Gloves,Nitrile,XL,PK100	MCR SAFETY	6016OXL	Safety	415M90	PK	100	36.84	0.19	18.87
1425	500	Tongue and Groove Plier,9-1/2" L	CHANNELLOCK	422	Hand Tools	4CR38	EA	1	23.69	0.14	14.78
1426	500	Padlock Tag,Each	BRADY	105722	Safety	3PDD6	EA	1	4.27	0.19	2.26
1427	500	Trigger Spray Bottle,16oz,10 3/8"H,Clear	IMPACT	5016/5816DZ-91	Cleaning	39FC97	EA	1	5.36	0.22	2.53
1428	500	OneHoleLugCmprsnConn,STD,Blue,374/7	BURNDY	YA6CL1BOX	Electrical	22C297	EA	1	5.31	0.23	2.18
1429	500	Hang and Stack Bin,Yellow,PP,7 in	QUANTUM STORAGE SYSTEMS	QUS240YL	Material Handling	8X103	EA	1	17.98	0.15	9.78
1430	500	While In Use Weatherproof Cover,4 In. W	TAYMAC	MM410C	Electrical	38R657	EA	1	16.59	0.23	5.64
1431	500	Battery,Alkaline,AA,Premium,PK4	DURACELL	MN1500B4Z	Electronics, Appliances, and Batteries	3WA11	PK	4	7.23	0.19	3.33
1432	500	GenPurp Headlamp,Plastic,Black;Red,450lm	MILWAUKEE	2104	Lighting	55JC13	EA	1	71.04	0.22	49.87
1433	500	Hand Sanitizer,Bottle,Liquid,PK24	PURELL	9651-24	Cleaning	20W448	PK	24	105.19	0.22	41.18
1434	500	US Flag,4x6 Ft,Nylon	NYLGLO	2140	Office Supplies	3JN77	EA	1	73.86	0.05	38.58
1435	500	Construction Adhesive,10 fl oz,Cartridge	LIQUID NAILS	LN-704	Adhesives, Sealants and Tape	444D81	EA	1	5.61	0.1	2.95
1436	500	Bulb Recycling Box,48"Lx8-1/2"Wx8-1/2"D	SUPPLYPAK	Supply-280	Lighting	48TJ51	EA	1	7.29	0.22	3.46
1437	500	Paper Towel Roll,800,White,26601,PK6	GEORGIA-PACIFIC	26601	Cleaning	4ECN3	PK	6	100.94	0.22	45.88
1438	500	Nitrile Gloves,XL,PK100	MECHANIX WEAR	D13-05-011-100	Safety	60NP52	PK	100	44.58	0.19	31.09
1439	500	Combination Cartridge/Filter,Bayonet,PK2	3M	60923	Safety	4JG12	PK	2	47.03	0.19	24.8
1440	500	Fuse,Class RK5,15A,FRS-R Series	BUSSMANN	FRS-R-15	Electrical	1A703	EA	1	26.62	0.23	9.09
1441	500	Masking Tape,1 7/8" W,60 yd L,Tan	SHURTAPE	CP 83	Adhesives, Sealants and Tape	22XN45	EA	1	7.57	0.1	3.56
1442	500	Windshield Washer,16 oz.,Plastic Bottle	GUNK	M516	Fleet and Vehicle Maintenance	54YK28	EA	1	7.69	0.08	5.36
1443	500	Spud,American Standard	AMERICAN STANDARD	047007-0070A	Plumbing	4THJ7	EA	1	24.63	0.2	13.53
1444	500	Coated Gloves,Nitrile,Black/Gray,8	HYFLEX	11-840	Safety	20KJ46	PR	1	6.49	0.19	3.89
1445	500	Coupling,Steel,Overall L 2 13/64in	RACO	2923	Electrical	52AU62	EA	1	1.87	0.23	0.84
1446	500	Stripping Pad,20 In,Black,PK5	3M	7200	Cleaning	3U074	PK	5	91.75	0.22	39.87
1447	500	Disposable Gloves,Nitrile,M,PK100	SHOWA	6112PFM	Safety	160F59	PK	100	18.72	0.19	8.54
1448	500	Linear LED Bulb,T8,48" L,G13,5000K	CURRENT	LED15ET8/G/4/850	Lighting	48PY03	EA	1	18.49	0.22	9.1
1449	500	15.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	F15T8/CW 25PK	Lighting	492X80	EA	1	8.17	0.22	5.16
1450	500	8.5 W,PL Horizontal,4-Pin (G24q/GX24)	PHILIPS	8.5PL-C/T LED/26H-3500 IF 4P 10/1	Lighting	44ZA60	EA	1	22.09	0.22	8.93
1451	500	MVP Actuator And Cartridge	CHICAGO FAUCETS	667-080KJKABNF	Plumbing	2HXY2	EA	1	85.17	0.2	46.13
1452	500	Safety Glasses,Gray	PYRAMEX	SB5620D	Safety	23Y588	EA	1	6.49	0.19	2.78
1453	500	Connector,Steel,Overall L 1in	RACO	2902	Electrical	43GX80	EA	1	1.47	0.23	0.62
1454	500	Ear Plugs,Corded,Contoured-T,32dB,PK100	HONEYWELL HOWARD LEIGHT	LL-30	Safety	6XF60	PK	100	46.21	0.19	20.95
1455	500	Filter Element,Paper,1.37" Ht,4" OD	SOLBERG	10	Pneumatics	4FY38	EA	1	11.99	0.11	5.51
1456	500	Half Mask Respirator,Elastomer,Gray	3M	6200	Safety	6AD97	EA	1	25.23	0.19	13.65
1457	500	Nitrile Gloves,L,PK100	MECHANIX WEAR	D13-05-010-100	Safety	60NP51	PK	100	44.58	0.19	31.09
1458	500	CutOff Wheel,A60S,4-1/2"x.045"x7/8"	UNITED ABRASIVES-SAIT	23101	Abrasives	1ATZ3	EA	1	4	0.1	1.65
1459	500	Linear LED Bulb,T8,47-3/4" L,G13,4000K	PHILIPS	13T8/MAS/48-840/IF21/P/DIM 10/1	Lighting	406T76	EA	1	21.16	0.22	13.98
1460	500	LED,12 W,T8,Medium Bi-Pin (G13)	PHILIPS	12T8/COR/48-840/MF18/G 10/1	Lighting	60WT53	EA	1	17.44	0.22	4.7
1461	500	Handheld Flashlight,Plastic,Yellow,150lm	RAILHEAD GEAR	KE-FL40	Lighting	39F126	EA	1	14.4	0.22	7.76
1462	500	Cut Resist Gloves,Light Gray,11	HYFLEX	11-644	Safety	24L257	PR	1	14.23	0.19	7.74
1463	500	Abrasive Cut-Off Wheel,4-1/2" dia.	3M	87466	Abrasives	450Y24	EA	1	5.05	0.1	2.29
1464	500	Door Stop,Wall Mount,SS,Silver	ROCKWOOD	406 US32D	Hardware	457D34	EA	1	4.78	0.05	2.86
1465	500	CutOff Wheel,A60TX,4-1/2"x.045"x7/8"	METABO	655997000	Abrasives	20PH31	EA	1	3.54	0.1	1.65
1466	500	Automotive Fuse,20A,Blade,ATC Series	BUSSMANN	ATC-20	Electrical	1BZ35	EA	1	1.81	0.23	0.67
1467	500	Double Eye Wash Station 32 oz.	HONEYWELL	32-000462-0000-H5	Safety	3ARD8	EA	1	79.56	0.19	51.71
1468	500	StgeTote,DkIndigoMetallic,Solid,Lin LDPE	RUBBERMAID	RMRT180000	Material Handling	60VZ20	EA	1	31.54	0.15	21.71
1469	500	Stretch Wrap,Blown,Standard Duty	GOODWRAPPERS	15A846	Material Handling	15A846	EA	1	31.59	0.15	13.85
1470	500	Coated Gloves,Palm and Fingers,L,10",PR	MCR SAFETY	N9690L	Safety	4KWZ8	PR	1	13.13	0.19	6.72
1471	500	Spiral Band, 1 in Dia, 1 in W, 50 Grit	MERIT	08834193747	Abrasives	3DU73	EA	1	0.53	0.1	0.44
1472	500	Spray Paint,Equipment Yellow,15 oz.	RUST-OLEUM	V2148838	Paint, Equipment and Supplies	2FP65	EA	1	15.38	0.12	5.94
1473	500	Car Wash Liquid,100 oz. Container Size	RAINX	5072084	Fleet and Vehicle Maintenance	465D23	EA	1	15.31	0.08	6.48
1474	500	Hang and Stack Bin,Blue,Plastic,5 in	AKRO-MILS	30234BLUE	Material Handling	4TJ76	EA	1	16.34	0.15	4.92
1475	500	Mounting Strap,Ivory,Steel,Straps	LEGRAND	V704	Electrical	3YY52	EA	1	1.11	0.23	0.57
1476	500	Cable Hanger,Steel,Overall L 1.13in	RACO	2053TH	Electrical	55YF20	EA	1	1.08	0.23	0.69
1477	500	Connector,Steel,Overall L 1 15/32in	RACO	2003	Electrical	52AU61	EA	1	0.91	0.23	0.49
1478	500	Safety Glasses,Clear	HONEYWELL UVEX	S3200	Safety	6XF72	EA	1	18.2	0.19	7.46
1479	500	Multipurpose Grease,Cartridge,14oz	MOBIL	122129	Lubrication	4ZF48	EA	1	23.4	0.1	9.13
1480	500	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	USE-880-L	Safety	3NEX8	PK	100	20.57	0.19	15.33
1481	500	Scouring Pad,9 in L,Green,PK20	3M	96	Cleaning	2U643	PK	20	29.82	0.22	13.44
1482	500	Connector,Steel,Overall L 1 51/64in	RACO	2903RT	Electrical	52AU57	EA	1	3.73	0.23	1.44

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1483	500	Sterile Gauze Pad,Sterile,White,Yes,PK4	HONEYWELL	020430	Safety	1UZZ5	PK	4	4.08	0.19	1.39
1484	500	Jobber Drill,1/8",HSS	CHICAGO-LATROBE	44008	Machining	1F497	EA	1	2.12	0.07	1.33
1485	500	Cut-Resistant Sleeve,A7,9"	HEXARMOR	AG10009S-L (9)	Safety	2PJ29	EA	1	77.09	0.19	32.85
1486	500	First Aid Kit,Fabric,131 Pieces	FIRST AID ONLY	FAO-428	Safety	40JH27	EA	1	24.28	0.19	12.52
1487	500	Hybrid Sealant,White,SB-190	SUREBOND	SB-190 T WHITE	Adhesives, Sealants and Tape	25J627	EA	1	16.37	0.1	7.51
1488	500	Screwdriver,Phillips,Magnetic,#2,8"L	STANLEY	64-102-A	Hand Tools	53JT19	EA	1	7	0.14	3.98
1489	500	Disposable Gloves,Nitrile,L,PK100	TOUCHNTUFF	92-500	Safety	4GC46	PK	100	25.29	0.19	10.58
1490	500	Trufuel 50 to 1,2 Cycle Mix,PK6	TRUSOUTH	6525638	Fleet and Vehicle Maintenance	33GY44	PK	6	76.73	0.08	49.87
1491	500	Replacement Swab Heads,3.5" L,White,PK2	UNGER	BSRHR	Cleaning	1NXF7	PK	2	14.88	0.22	8.49
1492	500	Water Softener Salt, 50 lb, Pellets	DIAMOND CRYSTAL	100012467	Plumbing	45CL36	EA	1	29.34	0.2	15.49
1493	500	Prison Toilet Control Stop Stems,Acorn	ACORN	2570-014-000	Plumbing	2EWA7	EA	1	10.69	0.2	7.7
1494	500	Cut-Resistant Gloves,2XL/11,PR	ACTIVARMR	80-400	Safety	5LRF0	PR	1	9.51	0.19	5.69
1495	500	Linear LED Bulb,T8,48"L,2-Pin(G13),3500K	CURRENT	LED14BDT8/G4/835	Lighting	494G95	EA	1	12.16	0.22	8.53
1496	500	Blnk Bx Mnt Wll Plt,Stnd;Slvr,2Gng,Brsh	HUBBELL	SS23	Electrical	5C267	EA	1	9.86	0.23	4.38
1497	500	Linear FLUOR Bulb,T5,45-1/4" L,G5,5000K	CURRENT	F54W/T5/850/HO/ECO	Lighting	5AE36	EA	1	9.62	0.22	5.4
1498	500	Battery,Alkaline,Size 21/23,12VDC,PK2	DURACELL	MN21	Electronics, Appliances, and Batteries	489D85	PK	2	4.79	0.19	2.04
1499	500	Hang and Stack Bin,Red,Plastic,3 in	AKRO-MILS	30220RED	Material Handling	2W073	EA	1	3.86	0.15	1.42
1500	500	Label Cartridge,Black/White,3/4 In. W	BRADY	M21-750-595-WT	Safety	3PXX6	EA	1	55.12	0.19	25.27
1501	500	EpoxyAdhesive,DualCartridge,1:1 MixRatio	DEVCON	14265	Adhesives, Sealants and Tape	4TT41	EA	1	36.53	0.1	14.7
1502	500	Zoom Spout Oiler	SUPCO	MO98	Electronics, Appliances, and Batteries	42FF96	EA	1	5.88	0.19	3.99
1503	500	Reciprocating Saw Blade,TPI 18,PK5	MILWAUKEE	48-00-5184	Power Tools	2AC20	PK	5	16.94	0.11	7.33
1504	500	Dup Recept Wll Plt,Stnd;Silver,2Gng,Brsh	HUBBELL	SS82	Electrical	5C229	EA	1	8.99	0.23	3.49
1505	500	Engine Oil,10W-30,Conventional,1qt	MAG 1	MAG61648	Fleet and Vehicle Maintenance	43Y876	EA	1	5.17	0.08	3.16
1506	500	Safety Glasses,Gray	MCR SAFETY	BK112	Safety	9W570	EA	1	2.48	0.19	1.59
1507	500	Cable Hanger,Steel,Overall L 1in	B-LINE BY EATON	BL1410	Electrical	4RHZ4	EA	1	1.76	0.23	0.64
1508	500	Cleaner/Degreaser,Unscented,1 gal,Jug	KRUD KUTTER	KK012	Cleaning	10K005	EA	1	27.35	0.22	15.27
1509	500	CutOff Wheel,GeminiFreeCut,3"x.062"x3/8"	NORTON	66243510647	Abrasives	5A924	EA	1	3.18	0.1	1.5
1510	500	Chemical Resistant Glove,15 mil,Sz 9,PR	ALPHATEC	37-175	Safety	4T424	PR	1	3.51	0.19	2.02
1511	500	Bulb Recycling Kit,48" L x 12" W x 12" D	RECYCLEPAK	SUPPLY-065	Lighting	4CY98	EA	1	187.37	0.22	77
1512	500	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	IOPA-4P32-N	Lighting	36N040	EA	1	30.23	0.22	17.07
1513	500	Safety Glasses,Lens Gray,Polycarbonate	MILWAUKEE	48-73-2108	Safety	787UG0	EA	1	22.85	0.19	16.66
1514	500	Utility Knife,6-5/8",Silver with Black	STANLEY	10-788	Hand Tools	5TG43	EA	1	12.58	0.14	8.18
1515	500	Spray Adhesive,24 fl oz,Aerosol Can	3M	77CA	Adhesives, Sealants and Tape	15E719	EA	1	29.75	0.1	19.41
1516	500	CPR Filtershield,Universal,Pouch	HONEYWELL	121065	Safety	4T382	EA	1	16.47	0.19	7.25
1517	500	Marking Paint,20 oz,Fluorescent Purple	KRYLON INDUSTRIAL	A03715004	Paint, Equipment and Supplies	38EL43	EA	1	11.58	0.12	3.76
1518	500	Shelf Bin,Black,Polypropylene,4 in	QUANTUM STORAGE SYSTEMS	QSB100BR	Material Handling	1NTW9	EA	1	3.57	0.15	1.78
1519	500	Neutral FloorCleaner,Liquid,1gal,Jug,PK4	GREENING THE CLEANING	DIN20-4	Cleaning	11U188	PK	4	84.27	0.22	53.99
1520	500	Dry Wipe,11" x 16 3/4",White	WYPALL	54015	Cleaning	54ZV38	EA	1	62.02	0.22	43.54
1521	500	Pipe Cement,16 fl oz,Gray	WELD-ON	14184	Adhesives, Sealants and Tape	29JA20	EA	1	23.38	0.1	15.35
1522	500	Silicone Sealant,White,Kitchen,Bath	DAP	7079808667	Adhesives, Sealants and Tape	29RV05	EA	1	18.59	0.1	8.8
1523	500	Line Marking Paint,20 oz,Fluorescent Red	RUST-OLEUM	1662838V	Paint, Equipment and Supplies	783AE5	EA	1	10.54	0.12	4.09
1524	500	Pipe Thread Sealant,9.6076 fl oz,Gray	HERCULES	15420	Adhesives, Sealants and Tape	20CM06	EA	1	7.99	0.1	4.08
1525	500	Recep Wiring Mod,125VAC,6in,Stranded	HUBBELL	SNAP2RNA	Electrical	31A381	EA	1	3.25	0.23	2.25
1526	500	Fuse,Class RK5,30A,FRS-R Series	BUSSMANN	FRS-R-30	Electrical	1A706	EA	1	28.78	0.23	10.18
1527	500	Trigger Spray Bottle,32oz,12 1/4"H,Clear	IMPACT	5032WG/4906DZ-91	Cleaning	39FD10	EA	1	5.94	0.22	2.14
1528	500	Paint Roller Frame,9"Roll L,12.5"L,5wire	SHUR-LINE	RP50272	Paint, Equipment and Supplies	12G318	EA	1	6.31	0.12	3.24
1529	500	Safety Glasses,Indoor/Outdoor Mirror	PYRAMEX	SB8680DT	Safety	45CR30	EA	1	6.26	0.19	3
1530	500	Glove Liners,Universal,9",PR	REFRIGIWEAR	0302RBLKOSA	Safety	32XK49	PR	1	3.84	0.19	2.27
1531	500	Safety Glasses,Gray	PYRAMEX	S2520SN	Safety	34WR21	EA	1	2.59	0.19	1.42
1532	500	Window Squeegee,12 in W,Straight	UNGER	12976	Cleaning	3U424	EA	1	22.42	0.22	11.9
1533	500	Construction Adhesive,9 fl oz,Cartridge	GORILLA	8010001	Adhesives, Sealants and Tape	49UU20	EA	1	13.96	0.1	7.06
1534	500	Trap Insert,Universal Fit	WATERLESS NO-FLUSH URINAL	3001	Plumbing	2VRW2	EA	1	14.81	0.2	10.66
1535	500	Block Eraser,Felt, Gray	EXPO	81505	Office Supplies	1JY16	EA	1	5.63	0.05	3.71
1536	500	Paint Roller Frame,9" Roll L,12.5" L	PREMIER	912-IMP	Paint, Equipment and Supplies	29UT70	EA	1	4.68	0.12	2.93
1537	500	Plug-In CFL Bulb,3000K,40W,20,000 hr	CURRENT	F40/30BX/SPX30	Lighting	4VC25	EA	1	17.86	0.22	7.37
1538	500	Aerosol Duster,10 oz.,PK2	DUST-OFF	DSXLP	Office Supplies	40KJ50	PK	2	18.18	0.05	10.55
1539	500	EMT Utility Scissors,7-1/2 In. L,Silver	MEDI-FIRST	70901-BK	Safety	11C665	EA	1	8.49	0.19	3.29
1540	500	Sunscreen,Tottle Bottle,2.000 oz.	CORTEX	18-202	Safety	1PBT5	EA	1	8.4	0.19	5.05
1541	500	Pallet Rack Decking, 48in x 46in	HUSKY RACK & WIRE	4846A3-G	Material Handling	6GGL3	EA	1	81.12	0.15	35.34
1542	500	Linear LED Bulb,T8,48" L,G13,3000K	CURRENT	LED14ET8/G/4/830	Lighting	467W17	EA	1	12.36	0.22	7.41
1543	500	Hang and Stack Bin,Red,PP,5 in	QUANTUM STORAGE SYSTEMS	QUS230RD	Material Handling	8CA60	EA	1	7.42	0.15	4.07
1544	500	Wall Switch Key	HUBBELL WIRING DEVICE-KELLEMS	HBL1209	Electrical	5Z730	EA	1	6.84	0.23	2.9
1545	500	Connector,Bronze,Overall L 2.313in	RACO	2504	Electrical	2DDE7	EA	1	6.11	0.23	3.87
1546	500	Ant Killer,0.07 oz.,Blocks,PK4	HOT SHOT	HG-2040W	Outdoor Equipment	36WG40	PK	4	3.96	0.12	2.13
1547	500	Dup Recept Wll Plt,Mid;Wht,1Gng,Smth Stn	HUBBELL	PJ8W	Electrical	55KT68	EA	1	1.23	0.23	0.64
1548	500	Cold Galvanizing Compound,20 oz	RUST-OLEUM	V2185838	Paint, Equipment and Supplies	5W180	EA	1	24.21	0.12	11.19
1549	500	Linear FLUOR Bulb,T5,21-5/8" L,G5,4100K	CURRENT	F14WT5/841/ECO	Lighting	5AE14	EA	1	12.66	0.22	8.88
1550	500	Plug-In CFL Bulb,3000K,32W,17,000 hr	CURRENT	F32TBX/830/A/ECO	Lighting	1PHA3	EA	1	14.72	0.22	6.91
1551	500	Photocntrl,1/2In Male Pipe Thread,120VAC	INTERMATIC	K4221C	Electrical	6P008	EA	1	28.66	0.23	11.45
1552	500	Depressed Ctr Whl,T27,4.5x1/4x5/8-11,AO	DEWALT	DW4523	Abrasives	4WM67	EA	1	5.04	0.1	2.8
1553	500	Penetrant,Aerosol,10oz.	KROIL	KS102C	Lubrication	797A50	EA	1	34.82	0.1	29.14
1554	500	Filter Cartridge,50 micron,9 3/4" H	PENTAIR/PENTEK	155053-75	Plumbing	4BA87	EA	1	18.82	0.2	13.55
1555	500	Fridge/Freezer Thermometer,-20 to 80F	TAYLOR	350710D	Furniture, Hospitality and Food Service	35HV42	EA	1	8.22	0.05	4.97
1556	500	Windshield Washer,De-Icer,Aerosol Can	MOTOR MEDIC	DE1	Fleet and Vehicle Maintenance	54YG19	EA	1	7.14	0.08	5.18
1557	500	Fluorescent,25 W,T8,Medium Bi-Pin (G13)	PHILIPS	F25T8/TL841/PLUS/ALTO	Lighting	492Y14	EA	1	8.39	0.22	4.26
1558	500	Safety Glass,Clear Lens,Half-Frame	MCR SAFETY	55KY47	Safety	55KY47	EA	1	4.74	0.19	3
1559	500	Universal Smoke Sensing Technology2-in-1	UNIVERSAL SECURITY INSTRUMENTS	MI3050SB	Safety	39CG94	EA	1	33.03	0.19	21.47
1560	500	Replacement Push-Button Spigot	IGLOO	24009	Safety	9J047	EA	1	17.34	0.19	5.65

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1561	500	O-Ring,Acorn	ACORN	2570-028-001	Plumbing	2EWC4	EA	1	10.98	0.2	5.14
1562	500	Halogen,150 W,T4,E11	CURRENT	Q150CL/MC-ETG	Lighting	2V701	EA	1	20.75	0.22	14
1563	500	Safety Pin,3.25 in L,0.25 in dia,Steel	BUYERS PRODUCTS	66066	Fasteners	426V12	EA	1	1.13	0.32	0.37
1564	500	Vehicle Inspection Form,2 Ply,Carbonless	JJ KELLER	8253	Fleet and Vehicle Maintenance	38D299	EA	1	7.41	0.08	4.58
1565	500	Spring Snap,HD,Steel,L 5 1/2 In	LUCKY LINE PRODUCTS	4GGN9	Hardware	4GGN9	EA	1	7.07	0.05	6.72
1566	500	Electrical Box Cover,2-Gang,4" L	RACO	907C	Electrical	5AA33	EA	1	4.13	0.23	1.49
1567	500	Safety Glasses,Gray	3M	11327-00000-20	Safety	4DY82	EA	1	4.04	0.19	2.09
1568	500	Penlight,Aluminum,Black,100lm	STREAMLIGHT	66118	Lighting	2RVL9	EA	1	38.97	0.22	21.07
1569	500	Duct Tape,Black,2 7/8 in x 25 yd,17 mil	GORILLA	106425	Adhesives, Sealants and Tape	5REA3	EA	1	28.31	0.1	14.44
1570	500	Quartz MH Bulb,BD17,E26,13,600 lm,175W	CURRENT	MVR175/U/MED	Lighting	6V751	EA	1	32.2	0.22	13.63
1571	500	Mixing Tee,Acorn	ACORN	2570-041-000	Plumbing	24ES90	EA	1	10.89	0.2	7.55
1572	500	Safety Glasses,Clear	MCR SAFETY	SS110	Safety	9AA35	EA	1	2.15	0.19	1.25
1573	500	Wire Connector,Insulated,14 AWG,2/0 AWG	POLARIS	ISPB2/0-3B	Electrical	794HT9	EA	1	47.92	0.23	33.21
1574	500	Line Marking Paint,20 oz,Fluor. Purple	RUST-OLEUM	1869838	Paint, Equipment and Supplies	6YH20	EA	1	10.45	0.12	3.82
1575	500	Linear Fluorescent Bulb,28W,5000K	SYLVANIA	FO28/850/XP/SS/ECO3	Lighting	56GK48	EA	1	4.37	0.22	3.13
1576	500	Chemical Resistant Glove,17 mil,Sz 7,PR	ALPHATEC	87-198	Safety	1RL35	PR	1	1.8	0.19	0.98
1577	500	Disposable Gloves,Nitrile,M,PK100	TOUCHNTUFF	92-575	Safety	1RL61	PK	100	26.63	0.19	11.65
1578	500	Disposable Gloves,Beaded Cuff,PK100	MICROFLEX	V28	Safety	787ET2	PK	100	9.84	0.19	6.67
1579	500	S Hook,1/4 in. Opening,1-1/4 in.	NVENT CADDY	771	Fasteners	2KXK4	EA	1	0.41	0.32	0.24
1580	500	Mechanics Gloves,L/9,9-3/4",PR	IRONCLAD	EXO-HSY-04-L	Safety	45VK39	PR	1	12.33	0.19	8.01
1581	500	Box of Steel Wool Pads,Course	S.O.S	88320	Abrasives	3LFV7	EA	1	8.55	0.1	5.27
1582	500	Leather Gloves,Universal Size	BDG	40-1-1511PP	Safety	55LC77	PR	1	5.92	0.19	4.32
1583	500	Hip Wader,Men's,12,Steel,Black/Yellow,PR	TALON TRAX	5T258	Safety	5T258	PR	1	95.01	0.19	57.44
1584	500	Fire Ext. Bracket,Steel	KIDDE	46640020	Safety	4T308	EA	1	9.43	0.19	6.4
1585	500	Hole Seal,0.87 In Hole dia.,Steel	WIEGMANN	WAS050	Electrical	6C749	EA	1	9.16	0.23	5.8
1586	500	Battery,Alkaline,C,Everyday,PK6	RAYOVAC	ALC6	Electronics, Appliances, and Batteries	3WA31	PK	6	7.96	0.19	6.45
1587	500	Spray Paint,Chrome,11 oz.	RUST-OLEUM	7718830	Paint, Equipment and Supplies	30RK24	EA	1	20.55	0.12	7.42
1588	500	Fluorescent Ballast,Electronic,Rapid,40W	ADVANCE	ICN-2S40-N	Lighting	4FZN3	EA	1	33.59	0.22	14.74
1589	500	Aerated Outlet,15/16 in - 27,Chrome	DELTA	RP19754	Plumbing	46KL99	EA	1	12.28	0.2	8.84
1590	500	Adj. Bungee Strap,Black,36" L	KEEPER	06268	Material Handling	39J422	EA	1	4.81	0.15	2.87
1591	500	Hand and Surface Scrubbing Towels	GOJO	6396-06	Cleaning	782L06	EA	1	25.74	0.22	18.07
1592	500	Leather Gloves,Beige,L,PR	MCR SAFETY	3401L	Safety	21NM37	PR	1	10.73	0.19	5.03
1593	500	Metallic Spray Paint,12 oz.,Aluminum	KRYLON	K02766007	Paint, Equipment and Supplies	55EG91	EA	1	16.74	0.12	11.91
1594	500	Leather Gloves,Shirred Slip-On,2XL	BDG	20-1-1581-13	Safety	55LC07	PR	1	11.64	0.19	8.49
1595	500	Dishwasher Detergent,Bag,25 ct,Pacs,PK5	CASCADE	80675	Cleaning	499L39	PK	5	75.27	0.22	48.32
1596	500	Wastebasket,Rectangular,3-1/4 gal.,Black	RUBBERMAID COMMERCIAL PRODUCTS	FG295500BLA	Cleaning	3U935	EA	1	15.61	0.22	6.73
1597	500	Shower Curtain Hooks,1 1/16 in W,PK12	BRADLEY	9540-000000-GR	Plumbing	33MP54	PK	12	17.81	0.2	6.78
1598	500	Bushing,Plastic,Overall L 31/64in	RACO	1404	Electrical	52AU60	EA	1	0.63	0.23	0.27
1599	500	Dry Wipe Roll,12-1/2" x 13",Blue	WYPALL	41043	Cleaning	2VHT7	EA	1	139.8	0.22	67.61
1600	500	Dry Wipe,11" x 16 3/4",Blue	WYPALL	41041	Cleaning	2VHT6	EA	1	66.96	0.22	30.15
1601	500	InsulMultitapCon,PVC,14 AWG,4 AWG	POLARIS	IT-4B	Electrical	14V959	EA	1	23.07	0.23	12.68
1602	500	Safety Glasses,Clear	HONEYWELL UVEX	11150900	Safety	4FE54	EA	1	7.59	0.19	3.47
1603	500	Mouse Trap, PK4	JT EATON	406XT	Outdoor Equipment	6VFA1	PK	4	3.29	0.12	1.99
1604	500	Screwdriver Bit Set,31 Pcs,1/4" Shank	DEWALT	DWAX200	Power Tools	34D642	EA	1	29.96	0.11	15.13
1605	500	Safety Glasses,Smoke	BOLLE SAFETY	40208	Safety	45NA38	EA	1	19.52	0.19	10.79
1606	500	Fire Extinguisher Sign,14x4in,Rflctv	LYLE	U1-0066-RD_4x14	Safety	484H54	EA	1	6.26	0.19	3.73
1607	500	CutOff Wheel,A36T,3"x.035"x3/8",25000rpm	UNITED ABRASIVES-SAIT	23050	Abrasives	5LUA5	EA	1	3.31	0.1	1.34
1608	500	Coated Gloves,3/4 Dip,9-1/2",M,	MCR SAFETY	9669M	Safety	21NM51	PR	1	2.19	0.19	1.42
1609	500	CutOff Whl,A60S,4-1/2"x.045"x7/8"	DEWALT	DW8062S	Abrasives	6TMP9	EA	1	3.53	0.1	1.45
1610	500	LED,16 W,A19,Medium Screw (E26)	PHILIPS	16A19/PER/950/P/E26/DIM 6/1FB T20	Lighting	60NP96	EA	1	10.34	0.22	7.26
1611	500	TermBlkEndBarr,NSYTRV,Plastic,ScrewMount	SCHNEIDER ELECTRIC	NSYTRAC22	Electrical	23NY25	EA	1	1.14	0.23	0.51
1612	500	Garbage Disposal,Standard,11 1/2 in H	IN-SINK-ERATOR	BADGER 5 WITH CORD	Plumbing	31EE16	EA	1	170	0.2	115.84
1613	500	Safety Glasses,Gray	MCR SAFETY	KD312	Safety	3NTN8	EA	1	6.61	0.19	3.76
1614	500	Fuse,Midget,5A,KTK Series	BUSSMANN	KTK-5	Electrical	4XC40	EA	1	23.33	0.23	9.44
1615	500	Wasp and Hornet Killer,Aerosol,12 oz.	THE END	18320	Outdoor Equipment	6XMH4	EA	1	13.66	0.12	6.34
1616	500	Connector,Polypropylene,CompxM,1/2In	PARKER	P8MC8	Plumbing	2ZTG6	EA	1	5.23	0.2	2.45
1617	500	Reciprocating Saw Blade,TPI 8,PK3	DIABLO	DS0908CF3	Power Tools	49XZ71	PK	3	57.39	0.11	31.39
1618	500	Vented Chest Seal Pad,4-3/4" L,4-3/4" W	NORTH AMERICAN RESCUE	10-0042	Safety	55MW27	EA	1	31.47	0.19	20.82
1619	500	Disposable Gloves,Nitrile,S,PK100	MICROFLEX	N641	Safety	2VLZ6	PK	100	17.84	0.19	12.5
1620	500	Pleated Air Filter	PURAFILTER	16252MV13	HVAC and Refrigeration	60YP43	EA	1	22.68	0.4	13.61
1621	500	Footwear Traction,PR	YAKTRAX	08531	Safety	61VG63	PR	1	58.05	0.19	42.32
1622	500	Ear Muffs,Headband,Black,30dB	HONEYWELL HOWARD LEIGHT	1035108-VS	Safety	499M93	EA	1	54.96	0.19	40.07
1623	500	Cold Patch,PP-30-CP,30 lb	PERMA-PATCH	PP-30-CP	Adhesives, Sealants and Tape	13R450	EA	1	37.07	0.1	21.06
1624	500	Nitrile Glove,6.00 mil Palm,XL,PK90	KIMBERLY-CLARK	49278	Safety	55LT11	PK	90	48.49	0.19	25.56
1625	500	Paper Towel Roll,800,White,89490,PK6	GEORGIA-PACIFIC	89490	Cleaning	6RA74	PK	6	170.87	0.22	100.67
1626	500	G-Tek Maxiflex Ultimate,Pk12,L	PIP	34-875/L	Safety	41K655	PK	12	105.26	0.19	47.3
1627	500	Strt Bld Cnr,Blk; Wht,2P3W,Elstmr,5-15R	HUBBELL	HBL5269C	Electrical	4A251	EA	1	46.44	0.23	18.9
1628	500	Smoke Alarm,9V,Alkaline,Ionization	KIDDE	i9040	Safety	3TCT1	EA	1	13.71	0.19	6.99
1629	500	Concave Door Stop,Wall Mount	ROCKWOOD	409.32D	Hardware	3HHX3	EA	1	6.21	0.05	1.82
1630	500	Disposable Gloves,Nitrile,XL,Black,PK100	MICROFLEX	93862	Safety	800DA6	PK	100	36.61	0.19	25.33
1631	500	Coated Gloves,Nylon,10,PR	HYFLEX	11-925	Safety	48NU22	PR	1	10.19	0.19	5.42
1632	500	Disposable Gloves,Beaded Cuff,PK100	MICROFLEX	V28	Safety	787ET3	PK	100	9.84	0.19	6.67
1633	500	Bump Cap,Front Brim,Pinlock,Blue	MSA	10033650	Safety	4RB45	EA	1	9.46	0.19	5.02
1634	500	Coated Gloves,M,Black/Red,PR	HONEYWELL NORTH	NF11/8M	Safety	2WTN6	PR	1	6.03	0.19	2.57
1635	500	RH Ceramic Cartridge	CHICAGO FAUCETS	1-099XKJKABNF	Plumbing	5UTV7	EA	1	38.98	0.2	26.32
1636	500	18 oz.,Aerosol,Penetrant	BLASTER	26-PB	Lubrication	413W27	EA	1	12.73	0.1	6.8
1637	500	Bloodborne Pathogen Kit	EASY CARE	9999-2313	Safety	35KT07	EA	1	27.98	0.19	16.64
1638	500	Fuse,Class RK5,10A,FRS-R Series	BUSSMANN	FRS-R-10	Electrical	2A161	EA	1	29.87	0.23	11.83

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1639	500	Ballast ByPass LED Replacement,14.5 W	PHILIPS	14.5T8/MAS/48-850/MF21/P 10/1	Lighting	784N57	EA	1	21.04	0.22	6.95
1640	500	Ballast ByPass LED Replacement,16.9 W	PHILIPS	16.5T8/MAS/48-850/MF25/P/DIM 25/1	Lighting	784N60	EA	1	24.34	0.22	7.5
1641	500	All Wthr Field Operating Guide,Wirebound	RITE IN THE RAIN	573	Office Supplies	3WHA7	EA	1	21.32	0.05	18.22
1642	500	Leather Gloves,Gray/Tan,2XL,PR	MCR SAFETY	1700XXL	Safety	22DN40	PR	1	18.75	0.19	8.56
1643	500	Battery,Alkaline,AA,Everyday,PK24	RAYOVAC	ALAA24PP	Electronics, Appliances, and Batteries	64NU61	PK	24	14.18	0.19	6.38
1644	500	Wastebasket,Rectangular,7 gal.,Gray	RUBBERMAID COMMERCIAL PRODUCTS	FG295600GRAY	Cleaning	3U634	EA	1	17.02	0.22	6.41
1645	500	Electrolytes,Powder,Berry,16 oz.,PK10	PROPEL	01087	Safety	403U27	PK	10	10.93	0.19	5.99
1646	500	90 Elbow, Cast Iron, 1 ",FNPT,Class 125	ANVIL	0300001005	Plumbing	4KUJ9	EA	1	8.34	0.2	4.47
1647	500	Coin Battery,Lithium,3VDC,2430	ENERGIZER	ECR2430BP	Electronics, Appliances, and Batteries	45EK16	EA	1	3.17	0.19	1.53
1648	500	3/0 Straight Link Coil Chain 100Ft Ct	CAMPBELL	T0333024	Material Handling	24F160	EA	1	2.66	0.15	2.03
1649	500	Nozzle Gasket,Black,Synth Rubber,3/16"	MOON AMERICAN	813-25	Safety	6APN9	EA	1	2.49	0.19	1.62
1650	500	Hook-and-Loop Sanding Disc,5 in Dia	NORTON	07660749221	Abrasives	436F01	EA	1	0.97	0.1	0.43
1651	500	Connector,Zinc,Trade Size 3/8in	BELL	2191	Electrical	35U191	EA	1	1.24	0.23	0.89
1652	500	Wire Rope Sleeve,1/32 In,122 Copper	LOOS	SL2-1P	Material Handling	16X787	EA	1	0.14	0.15	0.06
1653	400	Quartz MH Bulb,ED28,E39,36,000 lm,400W	CURRENT	MVR400/U/ED28	Lighting	5V658	EA	1	41.41	0.22	15.46
1654	400	Disposable Gloves,Latex,Natural,XL,PK100	TOUCHNTUFF	69-210	Safety	60XM85	PK	100	18.45	0.19	12.67
1655	400	BERNARD MIG Welding 1.5" Std Contact Tip	BERNARD	T-035	Welding	11Z543	EA	1	2.64	0.1	1.39
1656	400	Spotlight,Plastic,Black,600lm	ENERGIZER	HCSP61E	Lighting	1LEF1	EA	1	60.6	0.22	20.32
1657	400	Paint Roller Cover,4"L,3/8"Nap,Woven	WOOSTER	R205-4	Paint, Equipment and Supplies	38UY06	EA	1	4.67	0.12	2.28
1658	400	Multipurpose Grease,Cartridge,14oz	TRI-FLOW	TF220211	Lubrication	4TA91	EA	1	36.65	0.1	15.53
1659	400	Tape Measure,25 ft. Blade L,Steel Blade	MILWAUKEE	48-22-6825	Hand Tools	483F42	EA	1	27.59	0.14	21.86
1660	400	Emergency Blanket,Silver,52 In. x 84 In.	HONEYWELL	80264RB	Safety	3PAJ8	EA	1	4.77	0.19	2.68
1661	400	54 W,T5,Miniature Bi-Pin (G5)	PHILIPS	F54T5/841/HO/ALTO TG 40PK	Lighting	492X89	EA	1	49	0.22	25.29
1662	400	LED,5 W,T10,2-Pin (GX23)	CURRENT	LED5GX23/840	Lighting	54EL36	EA	1	14.17	0.22	9.22
1663	400	Insulated Watch Cap,Beanie,Universal	POLAR PLUS	115BK	Safety	35YP54	EA	1	15.47	0.19	10
1664	400	Key Chain Tape Measure,6 ft.,Black/Red	MILWAUKEE	48-22-5506	Hand Tools	48LU51	EA	1	8.51	0.14	5.38
1665	400	Narrow Staples,27/64 inx1/2 In,PK1000	STANLEY	TRA708T	Fasteners	1XHT7	PK	1000	3.72	0.32	2.4
1666	400	Pedestal Fan,3 Speeds,18" Blade Dia.	AIR KING	9119	HVAC and Refrigeration	4CH63	EA	1	93.21	0.17	42.57
1667	400	Cone Light,Yellow,Flashing,Fits 1AJF3	TOLCO	320398	Safety	1AJF4	EA	1	11.8	0.19	6.82
1668	400	Mobil SHC 630, Circulating, ISO 220, 1qt	MOBIL	123000	Lubrication	6Y778	EA	1	25.8	0.1	14.2
1669	400	Type L,Hard length,3/4 In.X 10ft.	STREAMLINE	LH06010	Plumbing	6KZ21	EA	1	76.77	0.2	29.53
1670	400	Fire Extinguisher,Steel,Red,ABC	AMEREX	B402	Safety	13J002	EA	1	90.87	0.19	51.76
1671	400	Track Lighting Head,Flare,Wht,3 1/2in	JUNO LIGHTING	R551 WH	Lighting	45DM21	EA	1	43.75	0.22	31.32
1672	400	LED,10 W,A19,Medium Screw (E26),PK4	CURRENT	LED10DA19/840/E-4PK	Lighting	796FT4	PK	4	25.2	0.22	18.04
1673	400	Temporary Marking Paint,20 oz,Blue,Can	KRYLON INDUSTRIAL	A03903004	Paint, Equipment and Supplies	38EL35	EA	1	11.58	0.12	3.76
1674	400	BZK Wipe,Antiseptics,PK10	FIRST AID ONLY	12-018	Safety	39N904	PK	10	2.39	0.19	1.38
1675	400	Fuse,Class RK5,20A,FRS-R Series	BUSSMANN	FRS-R-20	Electrical	1A704	EA	1	26.62	0.23	9.09
1676	400	LED,15 W,A21,Medium Screw (E26)	CURRENT	LED15DA21/850	Lighting	53DP56	EA	1	19.27	0.22	15.03
1677	400	Cooling Bandana,Blue,One Size	CHILL-ITS BY ERGODYNE	6700CT	Safety	16V833	EA	1	6.91	0.19	3.47
1678	400	Rust Preventative Spray Paint,Black	RUST-OLEUM	7579838	Paint, Equipment and Supplies	490T12	EA	1	18.53	0.12	6.21
1679	400	90 Elbow, Cast Iron, 1 1/4 in, FNPT	ANVIL	0300001203	Plumbing	4KUK1	EA	1	10.53	0.2	6.59
1680	400	Duct Tape,Black,1 in x 10 yd,17 mil	GORILLA	6100109	Adhesives, Sealants and Tape	16V093	EA	1	6.17	0.1	2.9
1681	400	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	SYLVANIA	22437	Lighting	60UA22	EA	1	5.4	0.22	3.53
1682	400	Fire Extinguisher,Aluminum,Red,ABC	KIDDE	46614220MTL	Safety	479W96	EA	1	41.36	0.19	22.22
1683	400	Tape Measure,25ft L.,SAE,Orange	STANLEY	STHT30818S	Hand Tools	784JN9	EA	1	15.83	0.14	12.25
1684	400	Battery,Alkaline,AAA,Premium,PK4	DURACELL	MN2400B4Z	Electronics, Appliances, and Batteries	3WA12	PK	4	7.12	0.19	4.45
1685	400	Attached Lid Container,Red,Solid,HDPE	ORBIS	FP182 Red	Material Handling	8A443	EA	1	34.64	0.15	18.64
1686	400	Tongue and Groove Plier,9-1/2" L	CHANNELLOCK	420	Hand Tools	4CR37	EA	1	23.58	0.14	13.48
1687	400	Spray Paint,Gloss,White,12 oz	COLORMAXX	K05545007	Paint, Equipment and Supplies	800T52	EA	1	11.76	0.12	8.8
1688	400	Coated Gloves,Nylon,L,PR	MCR SAFETY	N9696L	Safety	4KWZ4	PR	1	5.82	0.19	2.94
1689	400	Bushing,Plastic,Overall L 23/64in	RACO	1402	Electrical	52AU51	EA	1	0.31	0.23	0.13
1690	400	Quartz Metal Halide HID Bulb,1000W,4000K	SYLVANIA	M1000/U	Lighting	56GK51	EA	1	51.32	0.22	36.03
1691	400	Keyed Padlock, 3/4 in,Rectangle,Silver	MASTER LOCK	1KALJ	Security	3T976	EA	1	19.34	0.15	10.3
1692	400	Epoxy Adhesive,Syringe,1:1 Mix Ratio	GORILLA	4200102	Adhesives, Sealants and Tape	4YKT2	EA	1	10.33	0.1	4.47
1693	400	Inverted Marking Chalk,20 oz,Red	RUST-OLEUM	205235	Paint, Equipment and Supplies	3BE98	EA	1	14.49	0.12	4.75
1694	400	Tapered Bristle Disc,2 In Dia,50G	SCOTCH-BRITE	7000000742	Abrasives	6RX76	EA	1	17.24	0.1	9.3
1695	400	Pipe Insulation,ID 2-1/2",Wall Thick 1"	OWENS CORNING	722599	Plumbing	4LFD6	EA	1	22.67	0.2	11.96
1696	400	Electrolytes,Powder,Lemon,16 oz.,PK10	PROPEL	01090	Safety	403U26	PK	10	10.93	0.19	5.99
1697	400	Flying Insect Killer,15 oz.,Aerosol	HOT SHOT	HG-96310	Outdoor Equipment	48LR73	EA	1	12.6	0.12	5.99
1698	400	Abrsv Cut Whl,4-1/2 Dx0.045In T	UNITED ABRASIVES-SAIT	22021	Abrasives	1AUB5	EA	1	4.56	0.1	2.1
1699	400	Marking Paint,20 oz,Fluorescent Green	KRYLON INDUSTRIAL	A03614007	Paint, Equipment and Supplies	54TH43	EA	1	13.26	0.12	4.31
1700	400	Silicone Sealant,Clear,Advanced Silicone	GE	2811092	Adhesives, Sealants and Tape	4UH03	EA	1	17.54	0.1	7.23
1701	400	Circular FLUOR Bulb,T9,1-1/4" dia.,32W	CURRENT	FC12T9/CW	Lighting	1V776	EA	1	12.79	0.22	4.99
1702	400	Master Rebuild Kit,Urinals	SLOAN	R1002A	Plumbing	2VEE4	EA	1	40.57	0.2	25.2
1703	400	Key Blank,Standard,A Keyway,1/2in.	BEST	1A1A1KS473KS800	Security	49H790	EA	1	3.76	0.15	2.1
1704	400	Paint Roller Cover,9"L,3/8"Nap,Knit	WOOSTER	R239-9	Paint, Equipment and Supplies	3UW67	EA	1	8.18	0.12	3.86
1705	400	Battery,Alkaline,AA,Everyday,PK8	RAYOVAC	ALAA8	Electronics, Appliances, and Batteries	64NU56	PK	8	5.19	0.19	2.12
1706	400	Coated Gloves,Blue/Gray,XL,PR	SHOWA	300XL-10	Safety	4JF59	PR	1	4.78	0.19	1.99
1707	400	Surface-Conditioning Disc,2 in Dia,TR	ARC ABRASIVES	59341	Abrasives	3HB52	EA	1	1.18	0.1	0.77
1708	400	Elec Tape,20 ft Lx3/4"W,7 mil,Black,PK10	3M	33+SUPER-3/4X20FT	Adhesives, Sealants and Tape	2A226	PK	10	62.12	0.1	28.95
1709	400	Disposable Gloves,Rubber Latex,L,PK50	MCR SAFETY	5049L	Safety	392D15	PK	50	30.36	0.19	18.22
1710	400	Circular Saw Blade,Blade Dia. 6-1/2 in.	DIABLO	D0624X	Power Tools	53WC01	EA	1	16.88	0.11	9.87
1711	400	Extreme Pressure Grease, Cartridge,14oz	CRC	SL3640	Lubrication	39EM09	EA	1	11.78	0.1	5.21
1712	400	ChainWireRope Lube,11 oz.,Aerosol	SPRAYON	SC0202000	Lubrication	5PE62	EA	1	16.33	0.1	6.16
1713	400	Paper Towel Roll,Continuous,Wt,89410,PK6	GEORGIA-PACIFIC	89410	Cleaning	2NY16	PK	6	151.58	0.22	66.35
1714	400	Bollard Retrofit Lamp,LED,18 W	LIGHT EFFICIENT DESIGN	LED-8039E345D-A	Lighting	60TD98	EA	1	59.46	0.22	46.38
1715	400	Reciprocating Saw Blade,TPI 10,PK5	MILWAUKEE	48-00-5712	Power Tools	4WP11	PK	5	23	0.11	14.95
1716	400	High Visibility Vest,L/XL,Yellow/Green	MILWAUKEE	48-73-5022	Safety	55FF10	EA	1	25.87	0.19	18.86

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1717	400	Linear LED Bulb,T5,34" L,G5,3000K	PHILIPS	11T5HE/34-830/IF14/G/DIM 10/1	Lighting	449U90	EA	1	18.64	0.22	10.39
1718	400	Coated Gloves,Black/Gray,L	SHOWA	381L-08	Safety	160F88	PR	1	6.46	0.19	3.44
1719	400	Abrasive Cut-Off Wheel,4-1/2" dia.	DEWALT	DWA8951F	Abrasives	49ZZ84	EA	1	4.13	0.1	2.6
1720	400	Safety Glasses,Clear	3M	62099	Safety	4DY81	EA	1	3.24	0.19	1.6
1721	400	Soldering Flux,Lead Free,1.7 oz.	RECTORSEAL	14003	Welding	442Y43	EA	1	2.36	0.1	1.34
1722	400	Pom Tong, L 6 In	VOLLRATH	47106	Furniture, Hospitality and Food Service	4KJU8	EA	1	1.97	0.05	1.19
1723	400	MaxiFlex Seamless Knits,ATG,M,PK12	PIP	34-844/M	Safety	581R57	PK	12	101.91	0.19	74.3
1724	400	Hang and Stack Bin,Blue,PP,11 in	QUANTUM STORAGE SYSTEMS	QUS270BL	Material Handling	8ZFV8	EA	1	49.18	0.15	27.02
1725	400	Instant Adhesive,0.10 fl oz,Tube	LOCTITE	234072	Adhesives, Sealants and Tape	5E355	EA	1	7.06	0.1	3.6
1726	400	Laundry Bag,White,Mesh	HONEY-CAN-DO	LBG-01142	Furniture, Hospitality and Food Service	5DMN3	EA	1	5.46	0.05	3.02
1727	400	Small Engine Fuel, 2 Cycle,1 qt.,PK8	VP SMALL ENGINE FUELS	6238	Fleet and Vehicle Maintenance	46T343	PK	8	109.93	0.08	59.22
1728	400	Handle,Metal	CHICAGO FAUCETS	665-PSHJKCP	Plumbing	2FPL8	EA	1	32.24	0.2	17.23
1729	400	Quad Head Brush,11" L,Gray,White	CARRAND	93111	Fleet and Vehicle Maintenance	39R409	EA	1	25.03	0.08	14.39
1730	400	Striping Paint,20 oz,Red,Aerosol	RUST-OLEUM	1665838	Paint, Equipment and Supplies	6KP12	EA	1	15.45	0.12	5.44
1731	400	Keyed Padlock, 3/4 in,Rectangle,Silver	MASTER LOCK	1DCOM	Security	1A375	EA	1	16.67	0.15	10.84
1732	400	Cut Resistant Gloves,Size 9,Black	HYFLEX	11-751	Safety	52EP78	PR	1	16.14	0.19	10.22
1733	400	LED,5 W,T10,2-Pin (GX23)	CURRENT	LED5GX23/835	Lighting	54EL35	EA	1	12.95	0.22	9
1734	400	Coated Gloves,Black/Blue/Gray,2XL,PR	SHOWA	S-TEX377XXL-10	Safety	468G36	PR	1	19.35	0.19	9.54
1735	400	Bungee Strap,Black,24" L	THE BETTER BUNGEE	BBS24GBK	Material Handling	46CA51	EA	1	9.08	0.15	4.62
1736	400	Key Reel,48 In,Kevlar(R) Cord,Carabineer	KEY-BAK	0488-803	Security	1PGP9	EA	1	24.92	0.15	12.94
1737	400	StgeTote,DkIndigoMetallic,Solid,Lin LDPE	RUBBERMAID	RMRT030003	Material Handling	60VZ17	EA	1	15.11	0.15	10.4
1738	400	Cleaner/Degreaser,Mild,128 oz,Bottle,PK4	ZEP	56724	Cleaning	54ZN95	PK	4	172.35	0.22	69.8
1739	400	Fuse,Class K5,15A,NON Series	BUSSMANN	NON-15	Electrical	4XF90	EA	1	3.75	0.23	2.02
1740	400	Bath Towel,24x48 In.,White,PK12	R & R TEXTILE	62410	Furniture, Hospitality and Food Service	5NWR5	PK	12	58.65	0.05	38.12
1741	400	LED,11.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	11.5T8/COR/36-840/MF14/G 10/1	Lighting	494P25	EA	1	18.34	0.22	12.02
1742	400	U-Bend FLUOR Bulb,T8,G13,3500K,31W	CURRENT	F31T8/SPX35/U/ECO	Lighting	2ETT8	EA	1	21.09	0.22	11.91
1743	400	Dome Door Stop,1-1/8" H,1-7/8" Base dia.	ROCKWOOD	440.26D	Hardware	52HU26	EA	1	7.57	0.05	5.01
1744	400	Calcium, Lime/Rust Remover,1 gal,Jug	CLR PRO	G-FM-CLR128-4PRO	Cleaning	61LV30	EA	1	47	0.22	32.99
1745	400	Reciprocating Saw Blade,TPI 10,PK5	MILWAUKEE	48-00-5713	Power Tools	4WP12	PK	5	30.56	0.11	16.19
1746	400	Tape Measure,SAE,Blade 25 ft. L	MILWAUKEE	48-22-6625	Hand Tools	53KA31	EA	1	27.94	0.14	18.16
1747	400	Condenser Cleaner,Aerosol,18 fl oz	NU-CALGON	4291-18	HVAC and Refrigeration	1ANJ2	EA	1	19.73	0.17	10.15
1748	400	Silicone Sealant,Gray,Commercial Kitchen	DAP	8660	Adhesives, Sealants and Tape	20HA78	EA	1	16.96	0.1	5.84
1749	400	Safety Glasses,Clear	MCR SAFETY	CL110	Safety	3NTN2	EA	1	1.87	0.19	1.22
1750	400	Type I Safety Can,5 gal,Red	EAGLE	UI50FS	Safety	3NKR5	EA	1	86.65	0.19	42.87
1751	400	Putty Knife,Stiff,1-1/4",Carbon Steel	STANLEY	28-140	Hand Tools	1ARX3	EA	1	7.97	0.14	4.02
1752	400	Chrome Drip Pan,6 In	FRIGIDAIRE	316048414	Electronics, Appliances, and Batteries	49X203	EA	1	9.11	0.19	4.86
1753	400	Incandescent,40 W,A15,Medium Screw (E26)	SYLVANIA	10129	Lighting	60UA23	EA	1	2.02	0.22	1.24
1754	400	Hip Wader,Men's,9,Steel,Black/Yellow,PR	TALON TRAX	5T255	Safety	5T255	PR	1	89.04	0.19	65.05
1755	400	First Aid Kit,10 People Served,5"H	FIRST AID ONLY	91323	Safety	794KG0	EA	1	63.94	0.19	46.61
1756	400	Silicone Sealant,Clear,732	DOW CORNING	3138356	Adhesives, Sealants and Tape	53DC08	EA	1	12.28	0.1	6
1757	400	MaskingTape,15/16" W,60yd L,Green	SHURTAPE	CF 120	Adhesives, Sealants and Tape	6FET4	EA	1	13.44	0.1	6.96
1758	400	Hook-and-Loop Surface Cond Disc,4 in Dia	SCOTCH-BRITE	7000000652	Abrasives	4ZR50	EA	1	5.03	0.1	3.27
1759	400	Cold Protection Gloves,XL,Bl/Prl Gry,PR	TILLMAN	1485XL	Safety	5WUH4	PR	1	33.07	0.19	15.12
1760	400	LED,14.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	14.5T8/COR/48-850/MF21/G 10/1	Lighting	60WT58	EA	1	17.4	0.22	4.7
1761	400	Safety Glasses,Smoke	SMITH & WESSON	19859	Safety	2LAC6	EA	1	13.75	0.19	5.62
1762	400	Depressed Center Whl,T27,5x0.045x7/8,AO	DEWALT	DW8425	Abrasives	6HD82	EA	1	3.32	0.1	1.65
1763	400	All Purpose Cleaner,1 gal,Jug,PK4	FABULOSO	153058	Cleaning	55EY07	PK	4	95.87	0.22	67.3
1764	400	Hand Trowel,SS Blade,Ergonomic	AMES	24450GR	Outdoor Equipment	415M70	EA	1	17.8	0.12	10.12
1765	400	Coated Gloves,Full,Foam,Nitrile,L,PR	SHOWA	377L-08	Safety	4THG1	PR	1	11.23	0.19	6.89
1766	400	Disposable Gloves,Nitrile,S,PK50	MICROFLEX	SEC-375-S	Safety	3RRK6	PK	50	20.98	0.19	12.47
1767	400	Quick Connect,Plug,1/4" Body,1/4"-18	LEGACY	A73440D-BG	Pipe, Hose, Tube & Fittings	1HUG1	EA	1	1.41	0.2	0.52
1768	400	Spray Paint,Light Machine Gray,15 oz.	RUST-OLEUM	V2183838	Paint, Equipment and Supplies	5H904	EA	1	15.38	0.12	5.94
1769	400	Coated Gloves,XL,Black/Gray,PR	PIP	34-845	Safety	56ZG23	PR	1	9.51	0.19	4.22
1770	400	Visor,Clear,Bullard Bracket	BULLARD	840P	Safety	8WG94	EA	1	12.91	0.19	6.15
1771	400	Socket Adapter,Steel,Male Input Drive	MILWAUKEE	48-32-5034	Hand Tools	61DK16	EA	1	7.88	0.14	6.1
1772	400	Coated Gloves,Nitrile,Black/Gray,11	HYFLEX	11-840	Safety	20KJ49	PR	1	6.49	0.19	3.89
1773	400	Ice Scraper,5" L,Foam Grip,Assorted	SUBZERO	S24-994	Fleet and Vehicle Maintenance	49LX33	EA	1	4.62	0.08	3
1774	400	Weatherproof Cover,Metallic	BELL	5175-0	Electrical	4A246	EA	1	4	0.23	2
1775	400	Facial Tissue,100,White,48580,PK30	GEORGIA-PACIFIC	48580	Cleaning	1FC57	PK	30	100.19	0.22	48.29
1776	400	ADA Handle,Zurn	ZURN	P6000-M-ADA	Plumbing	4HCY1	EA	1	31.73	0.2	15.46
1777	400	Schedule 40,Pipe Size 1 In,10ft.L	GF PIPING SYSTEMS	H0400100PW1000	Plumbing	5AFJ4	EA	1	15.15	0.2	8.87
1778	400	Leather Gloves,Cream,M,PR	MCR SAFETY	3205M	Safety	22DN42	PR	1	9.45	0.19	5.84
1779	400	LED,10 W,A19,Medium Screw (E26)	PHILIPS	13.5A19/LED/930/FR/P/ND 4/1FB	Lighting	784ND9	EA	1	3.84	0.22	2.75
1780	400	Safety Pin,1.813 in L,0.188 in dia,Steel	BUYERS PRODUCTS	66045	Fasteners	426V21	EA	1	1.01	0.32	0.33
1781	400	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	US-220-L	Safety	3NEV1	PK	100	17.77	0.19	11.11
1782	400	Coated Gloves,Knit Cuff,Smooth,2XL,PR	SHOWA	377XXL-10	Safety	4THG3	PR	1	11.23	0.19	6.89
1783	400	Fluorescent,25 W,T8,Medium Bi-Pin (G13)	PHILIPS	F25T8/TL830/PLUS/ALTO	Lighting	492Y12	EA	1	9.85	0.22	5.31
1784	400	LED,16.6 W,A19,Medium Screw (E26)	PHILIPS	16.6A19/LED/950/P/E26/ND 6/1FB T20	Lighting	784N91	EA	1	6.65	0.22	4.73
1785	400	Fire Extinguisher,Steel,Red,ABC	KIDDE	PRO10MP	Safety	4T889	EA	1	127.45	0.19	68.48
1786	400	Tree Watering Bag,15 gal,3" Max Tree Dia	DEWITT	TWBag-12	Outdoor Equipment	786EZ4	EA	1	37.52	0.12	17.31
1787	400	Shelf Bin,Blue,Polypropylene,4 in	QUANTUM STORAGE SYSTEMS	QSB104BL	Material Handling	8NEH7	EA	1	7.29	0.15	3.52
1788	400	Linear FLUOR Bulb,T5,12" L,G5,4100K	CURRENT	F8T5/CW	Lighting	2V235	EA	1	5.6	0.22	3.07
1789	400	Handheld Sprayer,3 gal.,Poly Tank	CHAPIN	22090XP	Outdoor Equipment	21AC32	EA	1	104.67	0.12	60.67
1790	400	Barricade Tape,Caution/Cuidado,1000 ft.	HARRIS INDUSTRIES	BT066	Security	8FGT5	EA	1	20.73	0.15	12.57
1791	400	Union,Wrot Copper,1/2" Tube,CxC	NIBCO	633W 1/2	Plumbing	1WLJ7	EA	1	11.91	0.2	8.14
1792	400	Coated Gloves,3/4 Dip,10",L,	MCR SAFETY	9699L	Safety	36H998	PR	1	5.29	0.19	2.17
1793	400	Potable Circulating Pump,Flanged,1/6HP	BELL & GOSSETT	1BL003LF	Pumps	5JPC3	EA	1	1063.87	0.07	441.83
1794	400	Cut-Resistant Sleeve,A7,9", Medium	HEXARMOR	AG10009S-M (8)	Safety	2PJ28	EA	1	77.09	0.19	32.85

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1795	400	Type L,Hard length,1/2 In.X 10ft.	STREAMLINE	LH04010	Plumbing	6KZ19	EA	1	41.84	0.2	18.06
1796	400	Linoleum Flooring Knife,7-1/4 in.	STANLEY	10-509	Hand Tools	30HK70	EA	1	8.45	0.14	4.18
1797	400	Linear LED Bulb,T5,46" L,G5,5000K	CURRENT	LED13ET5G4/850HE	Lighting	55GU26	EA	1	25.34	0.22	17.79
1798	400	LED Tube,32W LFL,18 W,2400 lm	CURRENT	LED18ET8/G/4/840/CVG	Lighting	61KJ87	EA	1	24.8	0.22	17.41
1799	400	Rain Suit,Jacket/Bib,Unrated,Yellow,2XL	TINGLEY	S61317	Safety	9RY07	EA	1	16.27	0.19	8.78
1800	400	39 W,T5,Miniature Bi-Pin (G5)	SYLVANIA	20934	Lighting	60UA56	EA	1	10.64	0.22	7.29
1801	400	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	SYLVANIA	21759	Lighting	60UA41	EA	1	6.98	0.22	4.8
1802	400	Linear Fluorescent Bulb,32W,4100K	SYLVANIA	FO32841XPSECO3	Lighting	56GK70	EA	1	5.56	0.22	3.98
1803	400	Paint Brush,3 in,Chip,China Hair,Firm	PREMIER	DWV30	Paint, Equipment and Supplies	38M520	EA	1	3.05	0.12	2.36
1804	400	Chemical Resistant Glove,11 mil,Sz 6,PR	ALPHATEC	37-145	Safety	3PXG7	PR	1	2.98	0.19	1.34
1805	400	Chemical Resistant Glove,11 mil,Sz 7,PR	ALPHATEC	37-145	Safety	3PXG8	PR	1	2.98	0.19	1.34
1806	400	Hang and Stack Bin,Blue,PP,3 in	QUANTUM STORAGE SYSTEMS	QUS210BL	Material Handling	9DUW8	EA	1	2.21	0.15	1.12
1807	400	Sign Mounting Brackets,Silver,SS,PR	TAPCO	037-00011	Safety	1DYJ6	PR	1	35.89	0.19	21.22
1808	400	Disposable Gloves,Nitrile,XL,PK50	SHOWA	8005PFXL	Safety	3AB66	PK	50	29.93	0.19	20.79
1809	400	Brass Ball Valve,Inline,FNPT,1/4 in	APOLLO	94A10101	Plumbing	1CKC8	EA	1	9.24	0.2	6.65
1810	400	Electrical Box,Square,21 cu. in.	RACO	191	Electrical	2DDA8	EA	1	4.87	0.23	3.09
1811	400	Wet Mop,White,Cotton	RUBBERMAID COMMERCIAL PRODUCTS	FGF11600WH00	Cleaning	5M971	EA	1	8	0.22	4.59
1812	400	Hang and Stack Bin,Clear,Plastic,3 in	AKRO-MILS	30210SCLAR	Material Handling	4KER2	EA	1	2.91	0.15	1.08
1813	400	Battery,Alkaline,AA,Premium,PK36	ENERGIZER	E91SBP36H	Electronics, Appliances, and Batteries	22FX67	PK	36	33.27	0.19	21.63
1814	400	Combination Cartridge/Filter,Threaded,PR	HONEYWELL NORTH	7581P100L	Safety	16M230	PR	1	40.6	0.19	19.59
1815	400	Lobby Broom and Dust Pan,28 in Handle L	RUBBERMAID COMMERCIAL PRODUCTS	59JM15	Cleaning	59JM15	EA	1	62.21	0.22	17.39
1816	400	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	N733	Safety	6PHK5	PK	100	15.67	0.19	10.52
1817	400	LED Bulb,ED37,5000K,18,000 lm,115W	CURRENT	LED115ED28/750	Lighting	429U50	EA	1	216.94	0.22	112.64
1818	400	ChainWireRope Lube,11 oz.,Aerosol	LIQUID WRENCH	L711	Lubrication	54YT59	EA	1	10.09	0.1	7
1819	400	Jobber Drill,1/4",HSS	CLE-LINE	C22721	Machining	5X971	EA	1	3.15	0.07	1.5
1820	400	Emergency Blanket,Yellow,54In x 80In	HONEYWELL	551003	Safety	3PAJ9	EA	1	12.95	0.19	5.99
1821	400	Eye Wash,Bottle,1 oz.	FIRST AID ONLY	FAE-6011	Safety	6XNC7	EA	1	8.44	0.19	3.84
1822	400	Bungee Strap,Black,41" L	GOLDLINE	635738942	Material Handling	14J851	EA	1	4.42	0.15	2.25
1823	400	Nitrile Gloves,XL,PK100	MECHANIX WEAR	D15-05-011-100	Safety	60NP62	PK	100	40.03	0.19	28.87
1824	400	10 wt oz.,Aerosol,Dry Lubricant	CRC	03094	Lubrication	4JB39	EA	1	18.79	0.1	7.98
1825	400	Insect Repellent,3 oz.,Wipes	REPEL	HG-94100	Outdoor Equipment	36WG53	EA	1	13.04	0.12	5.38
1826	400	Multipurpose Food Grade Grease,14 oz	CRC	SL35600	Lubrication	4JB56	EA	1	24.25	0.1	10.2
1827	400	Water/Oil Resis mechanic style Glove,PR1	IRONCLAD	EXO-MWR-03-M	Safety	45VK53	PR	1	15.04	0.19	5.46
1828	400	Fuse,Midget,10A,KTK Series	BUSSMANN	KTK-10	Electrical	4XC42	EA	1	23.61	0.23	10.9
1829	400	Filter,Magenta,Bayonet,PK2	MSA	815369	Safety	4LN08	PK	2	27.89	0.19	18.13
1830	400	Key Blank,Standard,J Keyway,1/2in.	BEST	1A1J1KS473KS800	Security	49H803	EA	1	3.66	0.15	2
1831	400	Water Act Flood Barrier,3-1/2"Hx10ftL	QUICK DAM	QD610-1ES	Safety	45EU48	EA	1	29.43	0.19	20.94
1832	400	Inverted Marking Chalk,15 oz,Red	KRYLON INDUSTRIAL	KWBC3503A	Paint, Equipment and Supplies	3KYR6	EA	1	16.45	0.12	5.39
1833	400	Smoke Detector Tester	SDI	M8	Safety	36JG36	EA	1	14.39	0.19	7.67
1834	400	Pipe Plug,Wing Nut,1.87"H,2"Pipe	CHERNE	270229	Plumbing	1VNF5	EA	1	6.49	0.2	4.81
1835	400	CPR 02 Key Ring with One Way Valve	GENUINE FIRST AID	9999-2402	Safety	34WK81	EA	1	4.52	0.19	3.29
1836	400	Thread Sealant Tape,3/4" W,White	ANTI-SEIZE TECHNOLOGY	16050A	Adhesives, Sealants and Tape	5X584	EA	1	5.86	0.1	2.44
1837	400	Battery,Fits Brand American Standard	AMERICAN STANDARD	A923654-0070A	Plumbing	4THK8	EA	1	27.59	0.2	10.91
1838	400	Leather Palm Gloves,Beige,XL,	MCR SAFETY	1700XL	Safety	2ELF8	PR	1	17.04	0.19	8.1
1839	400	Safety Glasses,Smoke	EDGE EYEWEAR	DZ116-G2	Safety	25AX63	EA	1	8.31	0.19	5.4
1840	400	Mechanics Gloves,L/9,9",PR	IRONCLAD	G-EXMPG-04-L	Safety	45VK44	PR	1	13.68	0.19	5.19
1841	400	Key Reel,Kevlar(R),Loop Fits 2 In Belts	KEY-BAK	0483-821	Security	1TCX4	EA	1	23.47	0.15	12.89
1842	400	Coin Battery,Lithium,3VDC,2450	ENERGIZER	ECR2450BP	Electronics, Appliances, and Batteries	45EK17	EA	1	6.27	0.19	2.72
1843	400	PVP Wipes,Antiseptics,PK10	FIRST AID ONLY	12-015	Safety	39N899	PK	10	2.97	0.19	1.36
1844	400	Bungee Strap,Black,36" L	THE BETTER BUNGEE	BBS36GBK	Material Handling	46CA75	EA	1	11.96	0.15	6.21
1845	400	Fuse Holder,0 to 15A,Glass/Ceramic,1 Pl	BUSSMANN	HLR-2A	Electrical	49ZU57	EA	1	9.31	0.23	4.58
1846	400	Key Blank,BEST Lock,Standard,WH Keyway	BEST	1AP1WH1KS567KS800	Security	425P71	EA	1	6.85	0.15	5.28
1847	400	Cleaner/Degreaser,Unscented,20oz,Aerosol	SIMPLE GREEN	0610001219010	Cleaning	22NX98	EA	1	8.48	0.22	3.87
1848	400	Plug-In CFL Bulb,13W,780 lm,4100K	SYLVANIA	CF13DD/841/ECO	Lighting	56GK09	EA	1	3.82	0.22	2.98
1849	400	Bungee Cord,Multicolored,13" L,5/16" W	KEEPER	06014	Material Handling	55JF74	EA	1	1.97	0.15	1.24
1850	400	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W772	Material Handling	1W772	EA	1	1.61	0.15	1.13
1851	400	Wired Relay,10-30VAC/DC, 120VAC,10A,SPDT	RIB	RIBU1C	Electrical	5LE35	EA	1	21.04	0.23	13.68
1852	400	Tape Measure,3/4 In x 12 ft,Chrome,In/Ft	STANLEY	33-312	Hand Tools	6A496	EA	1	19.05	0.14	10.8
1853	400	Plug-In CFL Bulb,2700K,26W,17,000 hr	CURRENT	F26DBX/827/ECO4P	Lighting	1PGY4	EA	1	9.24	0.22	5.51
1854	400	Flapper,Universal Fit	KORKY	2001GR	Plumbing	2XLC9	EA	1	5.57	0.2	3.46
1855	400	Instant Adhesive,0.07 fl oz,Tube	SUPER GLUE	15109	Adhesives, Sealants and Tape	3EHP6	EA	1	2.07	0.1	1
1856	400	Cable Tie,13.4 in,Black,PK50	TY-RAP	TY527MX	Electrical	3KH13	PK	50	74.49	0.23	33.98
1857	400	Hang and Stack Bin,Yellow,PP,7 in	QUANTUM STORAGE SYSTEMS	QUS250YL	Material Handling	9HZ56	EA	1	24	0.15	13.58
1858	400	Nut,Fits Delta	DELTA	RP22734	Plumbing	10N725	EA	1	11.49	0.2	8.27
1859	400	Door Stop,Silver,1InLx2-1/2InHx2-1/2InW	IVES	WS406/407CCV US32D	Hardware	32MD04	EA	1	5.24	0.05	4
1860	400	Plug-In CFL Bulb,42W,3200 lm,3500K	SYLVANIA	CF42DT/E/IN/835/ECO	Lighting	56GK64	EA	1	6.71	0.22	5.23
1861	400	Linear FLUOR Bulb,T12,23-3/4"L,G13,4100K	CURRENT	F20T12/CW/ECO	Lighting	6NB14	EA	1	6.82	0.22	2.93
1862	400	Automotive Fuse,5A,Blade,ATC Series	BUSSMANN	ATC-5	Electrical	1BZ40	EA	1	1.89	0.23	0.7
1863	400	Spray Paint Primer,Gloss,Gray,12 oz	COLORMAXX	K05513007	Paint, Equipment and Supplies	800T29	EA	1	11.76	0.12	8.8
1864	400	Cleaner/Degreaser,24oz,Trig Spray Bottle	SIMPLE GREEN	0610001219024	Cleaning	22CG14	EA	1	9.86	0.22	5.41
1865	400	Surface-Conditioning Disc,2 in Dia,TR	SCOTCH-BRITE	7000000750	Abrasives	4ZR33	EA	1	2.53	0.1	1.64
1866	400	Glove Liners,L/9,10-1/2",PR	REFRIGIWEAR	0301RGRALAR	Safety	32XK39	PR	1	1.88	0.19	1.37
1867	400	Twist On Wire Connector,600 V,PK100	IDEAL	30-452	Electrical	6YH59	PK	100	33.32	0.23	14.41
1868	400	Leather Gloves,9,Goatskin,PR	RINGERS GLOVES	664-09	Safety	115N39	PR	1	49.44	0.19	36.04
1869	400	Elbow,90 Deg,Wrot Copper,2" Tube	NIBCO	U607 2	Plumbing	5P057	EA	1	18.76	0.2	13.51
1870	400	Keyed Padlock,1 in,Rectangle,Gold	MASTER LOCK	4150KA	Security	4YH26	EA	1	16.2	0.15	8.25
1871	400	Tie Down Strap,Ratchet,Tuff-Edge,20 ft.	LIFT-ALL	TE60513X20	Material Handling	3LLG3	EA	1	58.38	0.15	30.74
1872	400	Vacuum Bag,Cloth,3-Ply,Non-Reusable,PK10	ATRIX	VACBP6-10P	Cleaning	21AD05	PK	10	56.46	0.22	25.95

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1873	400	Hex/Torx Bit Set,Pieces 32	KLEIN TOOLS	32525	Power Tools	3MJA9	EA	1	32.88	0.11	19.47
1874	400	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	N734	Safety	6PHK6	PK	100	15.67	0.19	10.52
1875	400	Coated Gloves,Full,Foam,Nitrile,XL,PR	SHOWA	377XL-09	Safety	4THG2	PR	1	11.23	0.19	6.89
1876	400	Spud,Universal Fit	DEARBORN BRASS	4028	Plumbing	20JX51	EA	1	11.03	0.2	6.71
1877	400	Photocontrol Turn-Lock,120 to 277VAC	TORK	5237-UL	Electrical	31EK23	EA	1	33.03	0.23	21.47
1878	400	First Aid Kit,Bulk,Orange,107Pcs,1 Ppl	FIRST AID ONLY	FAO-420	Safety	5GKD6	EA	1	25.97	0.19	11.58
1879	400	Nitrile Exam Gloves,PK100	MICROFLEX	93-732	Safety	795GG1	PK	100	12.77	0.19	8.89
1880	400	Metal Polish,10 oz,Aerosol Spray Can	SHEILA SHINE	SH-AERO	Cleaning	5URF7	EA	1	17.8	0.22	7.99
1881	400	Plug-In CFL Bulb,2700K,26W,10,000 hr	CURRENT	F26DBX/827/ECO	Lighting	1PGX9	EA	1	10.26	0.22	5
1882	400	Manhole Cover Hook, 24 In	CHERNE	015443	Safety	3TCR4	EA	1	76.96	0.19	44.53
1883	400	Disposable Gloves,Nitrile,L,PK250	MICROFLEX	XC-310-L	Safety	12U407	PK	250	67.63	0.19	20.71
1884	400	Angle Grinder Blade,4-1/2"x.050"x7/8"	LENOX	1972921	Power Tools	48RW98	EA	1	23.69	0.11	11.99
1885	400	Spud,Universal Fit	KISSLER	57-0520	Plumbing	23YV78	EA	1	14.76	0.2	7.59
1886	400	Engine Oil,10W-30,Conventional,1qt	VALVOLINE	797578	Fleet and Vehicle Maintenance	1UBX2	EA	1	8.38	0.08	5.28
1887	400	Glue Trap,7-5/8 in. L,5 in. W	KNESS PEST DEFENSE	106-0-006	Outdoor Equipment	6VFA2	EA	1	1.93	0.12	0.94
1888	400	LED,30 W,T8,Single Pin (Fa8)	PHILIPS	30T8/PRO/96-850/IF42/G/FA8 10/1	Lighting	494F14	EA	1	33.71	0.22	21.22
1889	400	Disposable Respirator,M/L,N95,PK10	MOLDEX	2300N95	Safety	1DLL8	PK	10	49.13	0.19	27.2
1890	400	Barricade Tape,Caution,Yllw,Roll 3"	QUEST	Y35M31000C-12	Security	444P17	EA	1	17.42	0.15	9.96
1891	400	Weatherproof Cover,Die-Cast Zinc,Gray	BELL	5103-0	Electrical	3KH40	EA	1	8.47	0.23	5.13
1892	400	Handle Coupling,Sloan	SLOAN	A6	Plumbing	2XU42	EA	1	10.13	0.2	5.6
1893	400	First Aid Kit,Plastic,34 Pieces	FIRST AID ONLY	FAO-112	Safety	40JH37	EA	1	7.51	0.19	4.49
1894	400	Paint Brush,1.5",Angle Sash,PET,2 7/16"L	WOOSTER	P3970-1 1/2	Paint, Equipment and Supplies	38UX21	EA	1	5.26	0.12	3.51
1895	400	Toilet Paper Roll,1125,White,19372,PK18	GEORGIA-PACIFIC	19372	Cleaning	3APV8	PK	18	122.99	0.22	53.94
1896	400	Label Cartridge,Black/White,3/4 In. W	BRADY	M21-750-499	Safety	3PXW5	EA	1	58.33	0.19	29.21
1897	400	Basketball Goal Net	SPALDING	8284SR	Furniture, Hospitality and Food Service	12R287	EA	1	20.74	0.05	9.88
1898	400	Construction Film,10x25,3Mil,Clear	POLAR PLASTICS	GC1025	Paint, Equipment and Supplies	15J252	EA	1	20.07	0.12	11.62
1899	400	Faucet Cap,Chrome,Adjustable Ring	DELTA	RP50	Plumbing	1NNX7	EA	1	20.29	0.2	9.56
1900	400	Storage Tote,Clear/White,Polypropylene	STERILITE	19849806	Material Handling	39UV72	EA	1	12.19	0.15	6.42
1901	400	Wax Ring,Universal Fit	HERCULES	90241	Plumbing	39AT81	EA	1	6.72	0.2	3.55
1902	400	Faucet Connector,5/16" ID x 12" L	KISSLER	88-3910	Plumbing	31XJ62	EA	1	5.12	0.2	3.69
1903	400	Mechanics Gloves,Black,10,PR	MECHANIX WEAR	MFF-05-010	Safety	16V425	PR	1	21.94	0.19	10.55
1904	400	LED Lamp,T8 Bulb Shape,32 W,1600 lm	PHILIPS	8.9T8/MAS/48-850/IF16/P/DIM 10/1	Lighting	61LA69	EA	1	20.82	0.22	12.22
1905	400	Exam Glove,Nitrile,Size S,PK100	MICROFLEX	92-134	Safety	793JR2	PK	100	12.38	0.19	8.2
1906	400	Linear LED Bulb,T8,48" L,G13,5000K	CURRENT	LED10ET8/G/4/850	Lighting	467W27	EA	1	16.94	0.22	8.3
1907	400	Safety Glasses,Clear	HONEYWELL UVEX	A700	Safety	2TFW9	EA	1	4.66	0.19	1.81
1908	400	Safety Pin,3.75 in L,0.25 in dia,Steel	BUYERS PRODUCTS	66070	Fasteners	426V17	EA	1	1.13	0.32	0.77
1909	400	Hand-Held Metal Detector, Plastic	GARRETT METAL DETECTORS	1165190	Security	10A457	EA	1	179.96	0.15	147.57
1910	400	Disposable Gloves,Nitrile,L,PK100	MCR SAFETY	6062L	Safety	49DA84	PK	100	30.15	0.19	18.87
1911	400	While In Use Weatherproof Cover,Vertical	TAYMAC	MX3200	Electrical	38R682	EA	1	26.05	0.23	11.71
1912	400	Rubber Boot,Unisex,11,Knee,Black,PR	DUNLOP	8677533	Safety	470P62	PR	1	24.81	0.19	15.76
1913	400	Cord Connector,Nylon,Overall L 1.11in	HUBBELL WIRING DEVICE-KELLEMS	31622003L	Electrical	2DZG6	EA	1	0.76	0.23	0.49
1914	400	ProPress 90 elbow, 2" x 2"	VIEGA PROPRESS	77042	Plumbing	48RH57	EA	1	79.97	0.2	57.58
1915	400	Paper Towel Sheets,White,120,23000,PK12	GEORGIA-PACIFIC	23000	Cleaning	3JG99	PK	12	89.63	0.22	42.95
1916	400	Square Sign Post Anchor,2.25"x2.25"x36"	TAPCO	1603-00008	Safety	49AE47	EA	1	51.95	0.19	23.38
1917	400	Key Tag,White,1-1/4" W x 1-1/4" H,PK25	LUCKY LINE PRODUCTS	28225	Security	52JU63	PK	25	11.42	0.15	6.51
1918	400	Safety Glasses,Lens Gray,Polycarbonate	MILWAUKEE	48-73-2016	Safety	787UG3	EA	1	11.19	0.19	8.15
1919	400	Scrw Sz10,T25,410SS,1.5"L,PK10	TAMPER-PRUF SCREW	490360	Fasteners	5JU53	PK	10	11.32	0.32	5.91
1920	400	Cut-Off Wheel,4-1/2 D,.045 T,7/8	NORTON	66252843219	Abrasives	33N319	EA	1	5.02	0.1	2.96
1921	400	Shelf Bin,Blue,Indstr Grd Poly,4 in	AKRO-MILS	30120BLUE	Material Handling	5W840	EA	1	4.28	0.15	1.46
1922	400	Alligator Clip,Fully Insulated,PR	IDEAL	770205	Electrical	1XWN8	PR	1	3.16	0.23	1.05
1923	400	Handle,Metal	CHICAGO FAUCETS	665-RKPABCP	Plumbing	6XAF4	EA	1	93.36	0.2	60.22
1924	400	Fuse,Midget,10A,FNQ Series	BUSSMANN	FNQ-10	Electrical	4XC59	EA	1	25.91	0.23	11.62
1925	400	Exposed,Manual Flush Valve,Top Spud	SLOAN	REGAL 110 XL	Plumbing	2VEC8	EA	1	198.24	0.2	106.25
1926	400	Laundry Detergent,Tide,Jug,92 oz,PK4	TIDE	40217	Cleaning	55YC68	PK	4	174.88	0.22	82.8
1927	400	Grain Scoop,48 In. Handle,Poly	TRUE TEMPER	1680100GR	Outdoor Equipment	5GTN4	EA	1	45.37	0.12	28.73
1928	400	Attached Lid Container,Blue,Solid,HDPE	ORBIS	FP182 Blue	Material Handling	8NCY9	EA	1	34.64	0.15	18.64
1929	400	Bit Holder,1/4",1/4",2-3/8"	MILWAUKEE	48-32-4502	Power Tools	5ECA6	EA	1	7.88	0.11	5.12
1930	400	Chemical Resistant Glove,17 mil,Sz 8,PR	ALPHATEC	87-198	Safety	1RL36	PR	1	1.8	0.19	0.98
1931	400	CFL,38 W,PL-T,4-Pin (GX24q-4)	PHILIPS	PL-T 42W/841/A/4P/ALTO	Lighting	492Z29	EA	1	14.47	0.22	8.34
1932	400	Sports Drink Mix,Glacier Cherry,PK10	GATORADE	04458	Safety	61KG07	PK	10	11.39	0.19	8.31
1933	400	Marking Paint,20 oz,Green,Can	KRYLON INDUSTRIAL	A03631007	Paint, Equipment and Supplies	54TH47	EA	1	13.26	0.12	4.31
1934	400	Automotive Fuse,10A,Blade,ATC Series	BUSSMANN	ATC-10	Electrical	1BZ33	EA	1	1.88	0.23	0.53
1935	400	Hand Soap,Pink,1,250 mL,Cranberry,PK4	GOJO	5161-04	Cleaning	56JM27	PK	4	126.79	0.22	80.15
1936	400	Connecting Link,Steel,2 35/64 in	TSUBAKI	80-2 CONNECTING LINK	Power Transmission	6L503	EA	1	13.79	0.19	9.98
1937	400	Riser Clamp,10.25"L,1"W	ANVIL	0500173562	Plumbing	4HYJ9	EA	1	12.05	0.2	8.68
1938	400	Adh Bandage,Fabric,3/4"W,100/Box,PK100	FIRST AID ONLY	H119	Safety	41CP80	PK	100	9.26	0.19	4.84
1939	400	Fluorescent,17 W,T8,Medium Bi-Pin (G13)	PHILIPS	F17T8/TL865 PLUS/ALTO 30PK	Lighting	492X78	EA	1	8.11	0.22	5.44
1940	400	Safety Pin,2.781 in L,0.313 in dia,Steel	BUYERS PRODUCTS	66053	Fasteners	426V11	EA	1	0.99	0.32	0.33
1941	400	Pallet Rack Decking, 42in x 46in	HUSKY RACK & WIRE	4246A3	Material Handling	2JGK5	EA	1	78.6	0.15	29.6
1942	400	Batt Pack,NiMH,1800mAh,Streamlight	STREAMLIGHT	75375	Lighting	11U132	EA	1	28.25	0.22	19.45
1943	400	Funnel,64 oz.,1/2" dia. Spout	FUNNEL KING	94473	Fleet and Vehicle Maintenance	53KJ37	EA	1	19.37	0.08	7.05
1944	400	Gloves,Wrk,Nitrle Dipped,Cut 3 Resist.,L	MILWAUKEE	48-22-8932	Safety	317C20	EA	1	18.84	0.19	13.73
1945	400	Windshield Washer,1 gal. Size,Bottle	PRESTONE	AS657	Fleet and Vehicle Maintenance	49XW63	EA	1	7.16	0.08	3.51
1946	400	Flow Control,Buna-S,7/16inHx3/8inDia	ACORN	0469-007-000	Fasteners	19C783	EA	1	4.55	0.32	2.08
1947	400	Wire Rope Sleeve,1/8 In,304 SS	LOOS	SL11-4	Material Handling	16X829	EA	1	1.78	0.15	1.36
1948	400	Hand Soap,Yellow,1,200 mL,,42714,PK2	GEORGIA-PACIFIC	42714	Cleaning	53JU93	PK	2	108.65	0.22	66.79
1949	400	Emrg Lght,Plst,Nick Cad,0.54W,LED	FULHAM FIREHORSE	FHEM10W	Lighting	35GK11	EA	1	36.65	0.22	20.89
1950	400	Coated Gloves,Black/Blue/Gray,L,PR	SHOWA	S-TEX377L-08	Safety	468G34	PR	1	19.35	0.19	9.54

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1951	400	Mounting Strap,Ivory,Steel,Straps	LEGRAND	V504	Electrical	3YY45	EA	1	0.72	0.23	0.35
1952	400	Ranger Hat,Hi-Vis Lime,L/XL	GLOWEAR BY ERGODYNE	23260	Safety	1CXL1	EA	1	22.31	0.19	9.8
1953	400	Silicone Sealant,Clear,Window,Door	DAP	00753	Adhesives, Sealants and Tape	5E077	EA	1	12.41	0.1	4.58
1954	400	Chemical Resistant Glove,26" L,Sz 10,PR	HONEYWELL NORTH	NK803ESIN/10	Safety	1AHJ3	PR	1	54.69	0.19	24.72
1955	400	Disinfecting Wipes,80 ct,Canister,PK6	LYSOL	REC 84251	Cleaning	1XEH7	PK	6	69.98	0.22	42.38
1956	400	Disposable Gloves,Rubber Latex,L,PK100	MICROFLEX	DGP-350-L	Safety	3RRF4	PK	100	22.31	0.19	13.89
1957	400	Insulating Elec Tape,3/4 inx30 ft	3M	130C-3/4X30FT	Adhesives, Sealants and Tape	2A459	EA	1	36.38	0.1	20.87
1958	400	Rubber Boot,Unisex,10,Knee,Black,PR	DUNLOP	8677533	Safety	470P61	PR	1	24.81	0.19	15.76
1959	400	U-Shaped Fluorescent,40 W,T12,G13	PHILIPS	FB40/T12/CW Supreme/6 12PK	Lighting	492Y29	EA	1	20.12	0.22	10
1960	400	Plug-In CFL Bulb,3500K,39W,12,000 hr	CURRENT	F39BXSPX35RS10PK	Lighting	6V066	EA	1	20.12	0.22	8.3
1961	400	Roller Cover,9"L,1 1/4"Nap,Poly/Wool	PREMIER	9KW2-125	Paint, Equipment and Supplies	24K677	EA	1	8	0.12	5.07
1962	400	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL835 PLUS ALTO 30PK	Lighting	492X59	EA	1	8.16	0.22	3
1963	400	Wire Wheel Brush,Twisted,Carbon Steel	NORTON	66252839111	Abrasives	483P47	EA	1	6.58	0.1	3.06
1964	400	CutOff Wheel,A60S,5"x.045"x7/8",12200rpm	UNITED ABRASIVES-SAIT	22235	Abrasives	22PT33	EA	1	5.17	0.1	2.67
1965	400	BlnkBxMntWllPlt,Mid;Wht,1Gng,Smth Stn	HUBBELL	PJ13W	Electrical	55KU41	EA	1	1.53	0.23	0.69
1966	400	Foam Brush,2 in,Foam,Polyurethane Foam	WOOSTER	3102-2	Paint, Equipment and Supplies	38UX05	EA	1	0.94	0.12	0.48
1967	400	Ring Buoy Rope Bag,90 ft	MUSTANG SURVIVAL	MRD190-0-0-215	Safety	11N742	EA	1	58.79	0.19	35.34
1968	400	LED,10 W,A19,Medium Screw (E26),PK4	CURRENT	LED10DA19/827/E-4PK	Lighting	796FT2	PK	4	27.48	0.22	19.67
1969	400	RTV Silicone Sealant,8 oz,Clear	ANTI-SEIZE TECHNOLOGY	27086	Adhesives, Sealants and Tape	5E145	EA	1	34.21	0.1	13.33
1970	400	Coated Gloves,Gray/Green,8	SHOWA	350M-08	Safety	12R280	PR	1	5.13	0.19	2.64
1971	400	Texas Flagging Tape,Grn,300ft x 1-3/16In	PRESCO PRODUCTS CO	TXG-200	Security	3JWA7	EA	1	2.69	0.15	1.9
1972	400	Aerated Outlet,Brass,13/16 in - 27	NEOPERL	5501505	Plumbing	4XGG8	EA	1	1.78	0.2	1.16
1973	400	Tape Measure,1-1/4 Inx35 ft,Yellow/Black	STANLEY	33-735	Hand Tools	3TB92	EA	1	54.8	0.14	32.35
1974	400	Metering Cartridge	CHICAGO FAUCETS	665-190KJKABNF	Plumbing	26Y193	EA	1	42.25	0.2	21.94
1975	400	Hard Hat,Type 1, Class E,Ratchet,White	BULLARD	30WHR	Safety	9FGT3	EA	1	34.84	0.19	18.54
1976	400	Spray Paint,Black,Ultra-Flat,12 oz	RUST-OLEUM	1676830V	Paint, Equipment and Supplies	783AE8	EA	1	12.89	0.12	8.51
1977	400	Filler Plate,Flush,0.99inW	SQUARE D	HOMFP	Electrical	1D525	EA	1	5.26	0.23	3.16
1978	400	Disposable Gloves,Nitrile,2XL,PK100	MCR SAFETY	6062XXL	Safety	49DA88	PK	100	30.15	0.19	18.87
1979	400	Handle,Zinc	GERBER	98-014	Plumbing	10R217	EA	1	19.12	0.2	13.77
1980	400	Graffiti PaintRemoverTowels,12"x10",30ct	ITW DYMON	9013049490	Cleaning	4HK51	EA	1	19.93	0.22	11.93
1981	400	Foot Warmer,7-3/4 in. x 2-3/4 in.,PK5	HOTHANDS	HFINS5PK	Safety	26KF13	PK	5	16.39	0.19	8.56
1982	400	Keyed Padlock, 9/16 in,Rectangle,Gold	MASTER LOCK	4130KAWWG	Security	4YH22	EA	1	8.87	0.15	4.1
1983	400	Closet Auger,1/2" dia. x 6 ft. L Cable	RIDGID	K-6P	Hand Tools	476G21	EA	1	99.29	0.14	57.13
1984	400	Instant Cold Pack,White,5inL x 9inW,PK24	DYNAREX	4512	Safety	36PV27	PK	24	49.55	0.19	19.66
1985	400	Sleeve Coupling Insert,6JE,EPDM Rubber	TB WOODS	6J	Power Transmission	32ZP57	EA	1	46.15	0.19	25.71
1986	400	LH Ceramic Cartridge	CHICAGO FAUCETS	1-100XKJKABNF	Plumbing	5UTV8	EA	1	40.84	0.2	20.76
1987	400	Cartridge Filter,Paper,Reusable	MILWAUKEE	49-90-1900	Cleaning	3APH8	EA	1	40.73	0.22	22.08
1988	400	Floor Safety Sign,Yellow,HDPE,25 in H	RUBBERMAID COMMERCIAL PRODUCTS	FG611200YEL	Safety	3U953	EA	1	43.21	0.19	13.93
1989	400	Fire Barrier Sealant,Tube,10.1 oz	3M	CP-25WB+10.1OZ	Safety	5Z337	EA	1	23.85	0.19	11.53
1990	400	Spray Paint,White,Gloss,12 oz	RUST-OLEUM	1692830V	Paint, Equipment and Supplies	783AF2	EA	1	12.89	0.12	8.51
1991	400	Keyed Padlock, 5/8 in,Rectangle,Silver	MASTER LOCK	3KA	Security	1A446	EA	1	16.33	0.15	7.8
1992	400	Lubricant,2 oz.,Dropper Bottle	TRI-FLOW	TF21010	Lubrication	3JDL7	EA	1	8.62	0.1	4.38
1993	400	Glove,Blk Nitrl PlmCoat,Gry,11	HYFLEX	11-801	Safety	1FEW6	PR	1	6.49	0.19	4.11
1994	400	Connector,Steel,Overall L 1 29/32in	RACO	2904	Electrical	43GY39	EA	1	2.94	0.23	1.31
1995	400	Key Blank,For 4DED5,Bright Brass	COMPX NATIONAL	D4291	Security	4DEF9	EA	1	2.15	0.15	1.4

CITY OF TUCSON, RFP #240078;
MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES
Attachment B - Category Discounts

Category	Percentage Discount off List Price (%)
Abrasives	10%
Adhesives, Sealants, and Tape	10%
Cleaning	22%
Electrical	23%
Electronics, Appliances, and Batteries	19%
Fasteners	32%
Fleet and Vehicle Maintenance	8%
Furniture, Hospitatlity and Food Service	5%
Hand Tools	14%
Hardware	5%
HVAC and Refridgeration	17%
Lab Supplies	7%
Lighting	22%
Lubrication	10%
Machining	7%
Material Handling	15%
Motors	19%
Office Supplies	5%
Outdoor Equipment	12%
Paint, Equipment and Supplies	12%
Pipe, Hose, Tubing & Fittings	20%
Plumbing	20%
Pneumatics	11%
Power Tools	11%
Power Transmission	19%
Pumps	7%
Safety	19%
Security	15%
Test Instruments	7%
Welding	10%
(Other)	5%

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0217 **Meeting Date:** 4/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Public Works Department, FAA Contract #693KA7-25-C-00003, Air Traffic Control Services - Night Coverage for the Fulton County Executive Airport at Brown Field with CI2 Aviation, Inc. (Dunwoody, GA) in an amount not to exceed $323,584.00 to provide annual air traffic control night coverage services at the Fulton County Executive Airport. This action exercises the first of six renewal options. Five renewal options remain. Effective from April 1, 2026, through March 31, 2027.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Infrastructure and Economic Development

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: Request to renew FAA Contract #693KA7-25-C-00003, Air Traffic Control Services - Night Coverage (M-F 10:00 pm to 6:00 am and Sa-Su 10:00 pm to 7:00 am) for the Fulton County Executive Airport at Brown Field with CI2 Aviation.

Scope of Work: The County continues to utilize the Federal Aviation Administration (FAA) Contract Tower Program to provide air traffic control services at Fulton County Executive Airport. On

November 26, 2024, the FAA awarded operation of the control tower at Fulton County Executive Airport to CI2 Aviation, Inc. under the FAA Contract Tower (FCT) Program (FAA Contract No. 693KA7 -25-C-00003, Exhibit #3), and CI2 Aviation remains the FAA-approved contractor for these services.

Under this FAA contract, the FAA funds 16 hours of daytime air traffic control services Monday through Friday between 6:00 a.m. and 10:00 p.m., and 15 hours of daytime service on Saturday and Sunday between 7:00 a.m. and 10:00 p.m., through its approved contractor, CI2 Aviation. To maintain continuous 24-hour air traffic control operations, Fulton County must fund the remaining hours not covered by the FAA, consisting of 8 hours of night-time coverage Monday through Friday between 10:00 p.m. and 6:00 a.m., and 9 hours of night-time coverage on Saturday and Sunday between 10:00 p.m. and 7:00 a.m. The Airport Enterprise Fund will continue to cover the additional costs associated with providing full 24-hour tower operations.

The scope of services to be provided by CI2 Aviation to Fulton County (Exhibit #4) remains consistent with the FAA contract between the FAA and CI2 Aviation and incorporates substantially similar terms and conditions.

Community Impact: No new community impact is anticipated within the community based on this contract since it continues the 24-hour operation of the airport that has been in place for many years.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The FAA assures the Air Traffic Control Tower provides safe, orderly, and expeditious movement of air traffic in the vicinity of and within the Fulton County Executive Airport. No other metro Atlanta airport, apart from Hartsfield-Jackson, provides 24-hour coverage at their control towers.

Community Issues/Concerns: No issues or concerns have been raised to Public Works staff.

Department Issues/Concerns: The Department has no issues or concerns with the renewal.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0078	1/29/2025	$323,584.00
1st Renewal			**$323,584.00**
Total Revised Amount			$647,168.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contractor Performance Report
Exhibit 3: Notice of FAA Contract Award to CI2 Aviation

Agenda Item No.: 26-0217 **Meeting Date:** 4/15/2026

Exhibit 4: CI2 Aviation Scope of Services

Contact Information *(Type Name, Title, Agency and Phone)*

Gary Hudson, Fulton County Executive Airport Manager, 404-613-4205

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$323,584.00
Previous Adjustments:	$0.00
This Request:	$323,584.00
TOTAL:	$647,168.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

200-540-5601-1160: Airport, Public Works, Professional Services - $323,584.00

Key Contract Terms	
Start Date: 4/1/2026	**End Date:** 3/31/2027
Cost Adjustment:	**Renewal/Extension Terms**: Fi options remain

Overall Contractor Performance Rating:100

Would you select/recommend this vendor again?
Yes

Agenda Item No.: 26-0217 **Meeting Date:** 4/15/2026

Report Period Start:
11/1/2025

Report Period End:
1/31/2026

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: FAA CONTRACT #693KA7-25-C-00003

TITLE: Air Traffic Control Services – Night Coverage for Fulton County Executive Airport – Brown Field

ORIGINAL APPROVAL DATE: January 29, 2025

RENEWAL EFFECTIVE DATES: April 1, 2026 – March 31, 2027

RENEWAL OPTION: 1 OF 6

NUMBER OF RENEWAL OPTIONS: 6

RENEWAL AMOUNT: $323,584.00

COMPANY'S NAME: CI2 Aviation Incorporated

ADDRESS: 400 Perimeter Center Terrace, Suite 110

CITY: Atlanta

STATE: Georgia

ZIP: 30346

This Renewal Agreement No.___ was approved by the Fulton County Board of Commissioners on **BOC DATE: _____ BOC NUMBER: _____**.

RENEWAL OF CERTIFICATE OF INSURANCE: The Contractor is required to maintain insurance during the entire term of this Agreement, including contract renewal options. The Contractor must furnish the County a renewal Certificate of Insurance showing the required coverage as specified in the Contract Agreement. A current COI must be provided before the commencement of work on this project. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA	CI2 AVIATION INCORPORATED
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Andrella Kenner,** **Founder, CEO**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David E. Clark, Director
Department of Public Works

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Fulton County Executive Airport - Charlie Brown Field
Project Number	FAA CONTRACT #693KA7-25-C-00003
Supplier	CI² Aviation Inc.
Supplier Project Contact	Andrella Kenner (preferred language: English)
Performance Program	Professional Services
Evaluation Period	11/01/2025 to 01/31/2026
Effective Date	03/04/2026
Evaluation Type	Formal
Interview Date	03/02/2026
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	03/04/2026 12:40 PM EST
Completion Date	03/04/2026 12:40 PM EST
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT **20/20**

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments Air Traffic Control (ATC) staff:

1) Have a thorough understanding of Fulton County Executive Airport's (FTY) airspace and Airport Operations Area (AOA).
2) Are very professional and courteous in communicating with pilots and airport personnel (administration, maintenance) on the aviation radio.

SCHEDULE **20/20**

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments ATC staff are always at their assigned positions on time.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **20/20**

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments There have never been any issues with how ATC staff performs their duties at FTY.

COMMUNICATIONS AND CO-OPERATION **20/20**

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments ATC staff does a great job listening and communicating instructions to pilots and ground transportation drivers.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments ATC's overall work ethic is outstanding.

GENERAL COMMENTS

Comments *Not Specified*

SECTION B

SUPPLIES OR SERVICES/PRICE

B.1. General

This section defines the prices for services to be provided under the Federal Aviation Administration Contract Tower (FCT) contract as described within Section C, Statement of Work (SOW). The Contractor must provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to support the delivery of the required services.

All terms and conditions contained in this document are applicable to all orders issued unless explicitly stated otherwise.

B.2. Type and Term of Contract

This acquisition is for a firm fixed priced (FFP) type contract. The term of this contract is for a fourteen-month base period, including a two-month phase-in period and twelve months of full performance, and six one-year option periods.

End of Section B

693KA7-25-C-00003

SECTION C

STATEMENT OF WORK

PART 1 - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The following contract line items numbers apply to all work perform under this contract unless otherwise specified. This is a firm fixed (FFP) contract with a Base Year and six one (1) Year Options period of performance. The total price listed below is for Fulton County After Hours of Operations total price for the Base Year.

Hours of Fulton County Airport Operations – Additional Hours

Fulton County Tower Airport	M-F 2200-0600 (6:00 AM to 1:00 P.M.)
Fulton County Tower Airport	Sa-Su 2200-0700 (10:00 P.M. to 7:00 A.M)

8 Hours per day Monday-Friday, and 9 Hours per day Saturday -Sunday

*Fulton County Airport -Charlie Brown Field is manned by air traffic controllers 24 hours a day to serve the general aviation aircraft. The Federal Aviation Administration (FAA) provides funding hours 0600-2200 Mon-Fri and 0700-2200 Sat-Sun. of daytime air traffic control services through which will provided by CI² Aviation contract No. 693KA7-25-C-00003 as of February 1, 2025. Therefore, Fulton County is responsible for the additional cost for the remaining 58 hours a week or 8.28 hours of night coverage service.

Fulton County also is responsible for paying annual insurance. The cost of annual insurance is $26,100 for 10,000,000.00 (10) million-dollar coverage. Insurance Coverage is an annual cost which will be paid in full at beginning of every year.

CONTRACT LINE-ITEM NUMBERS - BASE YEAR

CLIN	LOCID	FACILITY	NO. OF MONTHS	MONTHLY CLIN PRICE	TOTAL PRICE
252	**FTY**	**Fulton County Tower**	**12**	**$23,207**	**$278,484**
252	**FTY**	**Fulton County Tower Insurance for After Hours ***	**N/A**	**$26,100**	**ANNUAL**

SECTION C

STATEMENT OF WORK

C.1. Introduction

C.1.1. Background

The Federal Aviation Administration's (FAA's) operation of the United States National Airspace System (NAS) includes over 800 airports. The Air Traffic Control (ATC) services at these airports are provided by FAA employees in some cases and contractor employees in other cases. The FAA Contract Tower (FCT) program is the means through which the FAA obtains ATC services for "contract towers". FCTs are typically located at lower activity airports that operate under Visual Flight Rule (VFR) procedures. The objective of the FCT program is to utilize contractor employees to provide the required ATC services at FCTs in an efficient and cost-effective manner.

C.1.2. Scope of Services

The FCT contract encompasses the scope of ATC services and associated support services required for the day-to-day operation of FCTs as defined in this Statement of Work (SOW).

C.2. Applicable Documents

In providing the FCT services required by this contract, the Contractor must comply with the applicable orders, policies, and regulations, including those listed in paragraphs C.2.1 and C.2.2 or any update, successor, or replacement orders. The applicable documents consist of Government documents as well as non-Government documents. The Contractor is responsible for reviewing all applicable documents, understanding their impact on the delivery of the required services, and complying with the applicable requirements. The most current version of each document at the time of contract award will be the applicable version at the beginning of contract performance. When and if updates are made to applicable documents during the contract period of performance, the Contractor will be allowed to assess the update for any effect on contract performance before it is incorporated into the contract.

C.2.1. FAA Orders, Policies, and Documents

The Contractor must adhere to the applicable FAA Orders, policies, and documents listed in Table C-1. In the performance of the FCT contract, the FAA Orders represent an expansion of the Federal Aviation Regulations listed in Paragraph C.2.2.

Table C-1: Applicable FAA Orders, Policies and Documents

Document Type	Document Number	Title
FAA Order	JO 1000.37C	Air Traffic Organization Safety Management System
FAA Order	1100.161A	Air Traffic Safety Oversight
FAA Order	1350.14B	Records Management
FAA Order	1600.69D	FAA Facility Security Management Program (FSMP)
FAA Order	1900.1G	FAA Emergency Operations Plan
FAA Order	JO 1900.47F	Air Traffic Services Contingency Plan
FAA Order	JO 2900.2	Air Traffic Organization Audits and Assessments
FAA Order	JO 3120.4R	Air Traffic Technical Training
FAA Order	7050.1B	Runway Safety Program with Change 1 and 2
FAA Order	JO 7110.65AA	Air Traffic Control
FAA Order	JO 7110.67L	Air Traffic Management Security Procedures and Requirements for Special Operations
FAA Order	JO 7200.20B	Voluntary Safety Reporting Programs

Document Type	Document Number	Title
FAA Order	JO 7210.3DD	Facility Operation and Administration
FAA Order	JO 7210.55G	Operational Data Reporting Requirements
FAA Order	JO 7210.632A	Air Traffic Organization Occurrence Reporting including Change 1 and 2
FAA Order	JO 7210.633A	Air Traffic Organization (ATO) Quality Assurance (QA) including Change 1
FAA Order	JO 7210.634A	Air Traffic Organization (ATO) Quality Control
FAA Order	JO 7210.78	FAA Contract Tower (FCT) New Start and Replacement Tower Process
FAA Order	JO 7230.8	Limited Aviation Weather Reporting Stations (LAWRS)
FAA Order	JO 7232.5G	Changing Operating Hours for Terminal Facilities
FAA Order	JO 7340.2M	Contractions
FAA Order	JO 7350.9FF	Location Identifiers
FAA Order	JO 7400.2P	Procedures for Handling Airspace Matters
FAA Order	JO 7610.14	Non-Sensitive Procedures and Requirements for Special Operations

Document Type	Document Number	Title
FAA Order	JO 7610.4X	Sensitive Procedures and Requirements for Special Operations
FAA Order	JO 7900.5E	Surface Weather Observing w/ Change 1
FAA Order	7930.2T	Notices to Air Missions
FAA Order	8000.90C	Air Traffic Safety Oversight Credentialing and Control Tower Operator Certification Programs
FAA Order	8000.95C	Designee Management Policy
FAA Order	8020.16D	Air Traffic Organization Aircraft Accident and Aircraft Incident Notification, Investigation, and Reporting
FAA Manual	N/A	Aeronautical Information Manual (AIM) https://www.faa.gov/air_traffic/publications/atpubs/aim_html/

C.2.2. Government Regulations

The Contractor must adhere to the applicable Government regulations listed in Table C-2.

Table C-2: Applicable Government Regulations

Reference	Title
Federal Aviation Regulations Part 1	Definitions and Abbreviations
Federal Aviation Regulations Part 65	Certification: Airmen Other Than Flight Crewmembers
Federal Aviation Regulations Part 67	Medical Standards and Certification
Federal Aviation Regulations Part 91	General Operating and Flight Rules
Federal Aviation Regulations Part 93	Special Air Traffic Rules
14 CFR Part 121 Appendix I	Drug Testing Program
14 CFR Part 121 Appendix J	Alcohol Misuse Prevention Program
49 CFR 830.2	Definitions
49 CFR Part 40	Procedures for Transportation Workplace Drug and Alcohol Testing Programs

C.2.3. Order of Precedence

a) If the requirements of this SOW and the referenced applicable documents are in conflict, this SOW has precedence over all documents referenced herein.

b) When FAA Orders are more prescriptive or restrictive than the corresponding Federal Aviation Regulations, then the FAA Order takes precedence.

c) If the Contractor identifies a potential conflict between two or more referenced applicable documents or two or more sections of this SOW, the Contractor must advise the FAA Contracting Officer (CO) for resolution.

d) If the Contractor believes that any revision to an applicable document is cause for an adjustment to the contract, the Contractor must immediately notify the CO.

C.2.4. Availability of Documents

Copies of FAA orders, policies, and documents may be obtained from the CO as identified in Section G of this contract. Requests must clearly identify the title and/or number of the document.

Time critical documents, such as General Notices (GENOT) and Notices to Air Missions (NOTAMs), will be provided by FAA directly to ATC personnel at each FCT.

C.2.5. Facility Access

The Government will provide the Contractor with access to the facilities where services required under this contract must be performed.

C.2.6. Workspace

At FAA-owned facilities, the Government will provide the FCT Contractor with sufficient workspace for the provision of ATC services, administrative office, and storage of operational supplies, equipment, and records to include any site-specific requirements as outlined in

At Airport Sponsor-owned facilities, the Airport Sponsor is responsible for providing the workspace.

C.2.7. Equipment

The Government will provide all operational equipment required at FAA-owned facilities in accordance with JO 7210.78.

The Government will provide the Contractor with the necessary office furnishings for the administrative space at FAA-owned facilities in accordance with JO 7210.78.

At Airport Sponsor-owned facilities, the Airport Sponsor is responsible for providing and maintaining the tower equipment and furnishings.

C.2.8. FAA District Contact Facility

The Government will provide the Contractor with the identity of the FAA District Contact Facility no later than 30 days after contract award and will keep the Contractor apprised of any

changes thereto. The FAA District Contact Facility will provide the Contractor with operational information pertaining to the FCTs within the scope of the Contractor's operational responsibility. The FAA District Contact Facility will notify AJM-3 of observed and or reported events of failure to meet operational expectations at FCT locations within their area of responsibility.

C.2.9. Operational Forms, Publications, and Charts

The Government will provide the Contractor with Operational Forms, Publications, and Charts required by the orders, policies, and regulations listed in Paragraph C.2.

C.2.10. Testing, Certification, and Training

The associated FAA District facility for each FCT will perform facility rating certifications and Control Tower Operator (CTO) testing and certification when required. The FAA will furnish a Distance Learning Platform (DLP) at all FCT locations and provide updates to the DLP as needed. The FAA will also provide training for new, different, or modified Government Furnished Equipment (GFE).

The Government will provide designated Contractor employees with the following virtual Safety Risk Management (SRM) training:

- SRM Practitioner course (FAA66000025),
- SRM Panel Facilitation course (FAA66000026), and
- SRM Panel Facilitation Refresher course (FAA50338021).

The training referenced in this paragraph will be provided at the Government's expense and all course materials will be provided by the FAA.

C.2.11. Evaluations

The Government will conduct evaluations and safety audits in accordance with FAA JO 2900.2, Air Traffic Organization Audits and Assessments.

C.2.12. Maintenance

The Government will provide routine and corrective maintenance for all Government owned operational equipment and retains the right to modify existing equipment and/or install new or different equipment in accordance with FAA standards.

At FAA-owned facilities, the Service Area Technical Operations District Office will be responsible for all FAA maintenance, repairs, upkeep, and janitorial services to include the appropriate surrounding grounds.

At Airport Sponsor-owned facilities, the Airport Sponsor will be responsible for all maintenance, repairs, upkeep, and janitorial services, to include the surrounding property.

C.2.13. Aviation Liability Insurance

The Government will provide Aviation Liability Insurance to the FCT Contractors for awarded hours of operation.

Computer Hardware, Software, and Networks

The Government will provide and maintain all computer equipment, networks, and software required by FCT Contractor personnel to provide the required ATC services at FCT facilities.

FCT Contractor personnel must adhere to FAA policies for use of Government-furnished computers and Government-operated computer networks.

C.3. Requirements

The Contractor must furnish the labor, supervision, and administrative office supplies necessary to operate the FCTs as outlined below. The Contractor is responsible for furnishing all items necessary to fulfill the requirements of this contract, except for those items specifically called out as Government-furnished in Paragraph C.3 of this document.

C.3.1. ATC Services

a) The Contractor must provide ATC services during all required hours of operation at each location and ensure continuity of service at each location within the assigned FCT area(s).

b) The Contractor must provide ATC services at all FCT locations in accordance with Federal Aviation Regulations (FAR), Part 65, Subpart B and in accordance with the applicable orders, regulations, and documents listed in Paragraph C.2.

c) Controller personnel employed by the Contractor for the performance of this contract must meet the qualifications stipulated in FAR, Part 65, Subpart B.

d) The Contractor must ensure the actions of Contractor personnel are in accordance with FAA Order 7210.3, Facility Operation and Administration.

e) The Contractor must provide a full-time equivalent (FTE) Air Traffic Manager (ATM) for each FCT location within the assigned FCT area(s).

f) Each ATM must oversee the day-to-day operations of the facility to ensure the FCT complies with all applicable FAA directives and policies.

g) The Contractor must assign at least four FTE controllers to each FCT, not including the ATM.

h) The Contractor must assign at least two fully certified personnel to midnight shifts at each FCT that operates on a 24-hour basis as identified in, FCT Site Specific Information.

i) The Contractor must ensure that Contractor personnel with decision-making authority are available to respond to matters within their respective areas affecting the operational effectiveness of an FCT under their contractual jurisdiction within five business days.

C.3.1.1. Staffing

a) The Contractor must prepare and submit a Staffing Plan that provides the number of Full Time Equivalents (FTEs) required to meet the operational hours as specified FCT Site Specific Information for each FCT facility within the scope of this contract.

b) The Contractor must adhere to the FAA-approved Staffing Plan for each FCT location.

c) Should the requirement for staffing outside the normal operating hours become recurring, the Contractor must adhere to the requirements of the FAA- approved Staffing Plan.

d) The Contractor may enter into agreement(s) with an entity not a party to this contract to provide ATC services during hours not required by the FAA approved staffing plan. The FAA will not be liable for any of the staffing cost associated with such work.

e) In the event of an emergency situation requiring a change to the approved staffing plan, the Contractor must take the necessary actions to ensure the safety of operations is not jeopardized. The Contractor must notify the CO of such occurrences as soon as practical.

f) The Contractor must advise AJM-3 whenever staffing changes occur, or are forecasted to occur, which may impact the provision of ATC services.

g) The Contractor must submit requests for any changes to staffing and/or operating hours to AJM-3 for approval by the CO.

C.3.1.2. Preparatory and Closing Activities

a) The Contractor must perform activities, such as taking weather observations or verifying runway lighting operability, to prepare the FCT for opening and closing on each day of operation.

Note: These activities are not necessarily performed during the FCT facility's hours of operation.

C.3.1.3. Notification of ATC Service Interruptions, Accidents, and Incidents

a) The Contractor must report accidents/incidents and collect applicable data in accordance with FAA Order 8020.16D, Air Traffic Organization Aircraft Accident and Aircraft Incident Notification, Investigation, and Reporting.

b) The Contractor must ensure continuity of service at each location within their assigned contract area and must provide the contractually required hours of operation at each location.

c) The Contractor must notify the FAA District Contact Facility, CO, and FCT Contracting Officer's Representative (COR) as soon as it is known that ATC services must be terminated, either temporarily or permanently; and

d) If the operating hours are temporarily or permanently reduced or terminated, the Contractor must provide AJM-3 with all requested information related to the event.

C.3.1.4. Facility Training Program

a) The Contractor must establish, document, and implement a Facility Training Program for controllers.

b) The Contractor must develop and submit an FCT Facility Training Plan to ensure that training of Air Traffic Control Specialists is conducted consistent manner across a geographically dispersed workforce.

c) The Contractor must administer the Facility Training Program in a uniform and standardized manner.

d) The Contractor must review and update the Facility Training Program at least annually. The training program is subject to FAA evaluations in accordance with JO 7210.634A, Air Traffic Organization (ATO) Quality Control.

e) The Contractor's Facility Training Program must comply with the following orders and regulations:

    1) FAR, Part 91, General Operating and Flight Rules; and Part 93, Special Air Traffic Rules and Airport Traffic Patterns

    2) FAA Order 8000.90C, AOV Credentialing and Control Tower Operator Certification Program; and
    3) FAA Order 3120.4, Air Traffic Technical Training including refresher, proficiency, and remedial training.

f) The Contractor's Facility Training Program must include all required briefing items of National, Regional, and Service Area concern, and other required FCT items as determined by governing/appropriate Air Traffic organizations.

g) The Contractor must maintain a FAA Form 3120-1, Training and Proficiency Record (or a reasonable facsimile), for all operational controllers.

h) The Contractor must ensure that On-The-Job (OJT) instruction is conducted by facility-rated FCT contract personnel in accordance with FAA Order 3120.4.

i) The Contractor must comply with FAA Orders JO 3120.4 and FAA JO 7900.5 for aviation weather observation testing and certifications.

j) The Contractor must conduct re-certification of FCT personnel to perform facility ATC duties in accordance with FAA JO 3120.4, Air Traffic Technical Training.

k) The Contractor must provide contract personnel with training on GFE following initial FAA training.

C.3.1.5. Quality Control Program

a) The Contractor must establish and maintain a quality control program in accordance with FAA JO 2900.2, FAA JO 7210.633A, and FAA JO 7210.634A.

Notes:

- Checklists and processes utilized for evaluating FCT facilities are contained in FAA JO 2900.2, Air Traffic Organization Audits and Assessments; FAA JO 7210.633A, Air Traffic Organization Quality Assurance Program; and FAA JO 7210.634A, Air Traffic Organization Quality Control.
- The Contractor's Quality Control Program is subject to evaluation by the FAA.

b) The Contractor must develop and submit a Quality Control Program Plan

c) The Contractor must provide written responses regarding corrective actions for any problems identified and/or remaining open as a result of an FAA safety audit.

C.3.1.6. Safety Management System Program

a) The Contractor must implement a Safety Management System (SMS) program in accordance with the following directives:

    1) FAA Order JO 1000.37C, Air Traffic Organization Safety Management System; and

    2) FAA Order 1100.161A, Air Traffic Safety Oversight.

b) The Contractor's SRM process must be consistent with the current version of the ATO SMS Manual, AOV Safety Oversight Circulars, and ATO Safety Guidance Documents.

c) The Contractor must submit an FCT SMS Implementation Plan for the FCTs covered by this contract. The Contractor must execute its SMS program in accordance with the FAA-approved FCT SMS Implementation Plan.

d) The Contractor must ensure that changes to systems, procedures, operations, or personnel qualifications, including the addition of new systems, to include taxiways, runways and extensions are evaluated using the SRM process documented in the FAA-approved FCT SMS Implementation Plan.

e) Per the FAA-defined training schedule, the Contractor must make Contractor employees available for training to facilitate FAA-conducted SRM Panels.

f) The Contractor must designate controller personnel annually per the FAA-defined training schedule to complete a SRM Practitioner and SRM Facilitation Training course.

g) The designated Contractor employees must complete the SRM Practitioner course, SRM Panel Facilitation course, and the SRM Panel Facilitation Refresher course (required every 2 years).

h) Until each FCT has at least one employee trained as a SRM Panel Facilitator, the Contractor may be required to provide a trained SRM Panel Facilitator at the FAA's expense from another FCT or the Contractor's corporate office to facilitate SRM Panels.

i) Any FCT employee that participates on an SRM Panel must complete the ATO SMS and SRM for Safety Stakeholders web-based course offered in eLearning Management System (eLMS).

j) The Contractor must ensure that all FCT employees complete the Managing Safety web-based course offered in eLMS within the first six months of hire.

k) The Contractor must track and maintain a record of training courses completed by each Contractor employee.

l) The Contractor must submit required SRM documentation through the respective FAA District Manager utilizing the assistance of the appropriate SMS District point of contact.

m) If the Contractor is preparing an SRM document with or without hazards, the Contractor must brief the Government on the status of the document. Upon Government request, the Contractor may be required to brief the Government at other phases of the SRM process.

n) The Contractor must follow and adhere to the ATO SMS Manual regarding the SRM process when developing an SRM document with or without hazards.

o) The Contractor must forward the SRM document with or without hazards to their respective FAA District Manager for "risk acceptance" signature or further processing.

p) The Contractor must co-sign all SRM documents created by the Contractor with the appropriate FAA District Manager(s).

q) The Contractor must retain a copy of the SRM documents with or without hazards in facility files for the life cycle of the change.

r) Within 30 days after the Government accepts a risk, the Contractor must enter all hazards into the Safety Management Tracking System (SMTS) maintained by the Government to include status updates of all initial high-risk hazards identified in any submitted SRM document with hazards.

s) Upon Government acceptance of a risk identified in an FCT SRM document with hazards, the Contractor must implement, track, and monitor the change as identified in the Monitoring Plan of the SRM document with hazards.

t) The Contractor must immediately notify the appropriate FAA District Manager if an initial high-risk hazard affecting the NAS within a facility is identified as part of an SRM Panel.

u) The Contractor must establish a positive safety culture at their facilities that:

1) Fosters an understanding of hazards and risks inherent in the operations

2) Creates an environment where employees continuously work to identify and report safety issues

3) Provides a workplace where employees are encouraged to report safety issues

4) Encourages the reporting of existing safety issues, and once they are reported, appropriate actions are taken in accordance with the ATO SMS Manual; and

5) Provides a workplace where employees are encouraged to develop and apply their own skills and knowledge to enhance organizational safety.

C.3.1.7. Facility Security Management Program

a) For each FCT within the scope of this contract, the Contractor must implement a Facility Security Management Program (FSMP) that meets both the required physical security and the administrative facility security protective measures, as required by the current version of FAA Order 1600.69, FAA Facility Security Management Program.

b) As part of the FAA's FSMP, the Contractor must assign, in writing, a member of its FCT staff to act as the Security Coordinator (SC) for each staffed FCT. The SC must serve as the facility's designated security representative for matters involving facility security. Each SC must act as the security focal point for the facility with the FAA's Servicing Security Element (SSE).

c) The SC must be physically located at the FCT, and the SC responsibilities assigned to one of the facility staff members. The SC role is an administrative duty that must be performed by FCT staff.

d) The Contractor must take the required corrective action to reduce or eliminate physical security and administrative security vulnerabilities that are under their area of responsibility and have been identified as the result of FAA-conducted facility security assessments, inspections, or other security evaluations.

e) The SC at FAA-owned FCTs will coordinate all findings with the appropriate FAA representative to ensure findings for which the FAA is responsible are corrected. The SC at airport sponsor-owned FCTs must coordinate all findings with the Airport Sponsor to ensure that findings for which the Airport Sponsor is responsible are corrected.

f) The SC at FAA-owned FCTs, must implement a Facility Security Plan (FSP) for each FCT within the scope of this contract in accordance with the current version of FAA Order 1600.69 for their facility.

g) The Contractor must update the FSP for a specified FCT when requested by the Government.

h) The Contractor must ensure that a hardcopy of the FSP is available at each FCT.

i) The SC must report security incidents to the FAA SSE as soon as possible and within 48 hours of the incident through the Web-based Incident Reporting System (WebIRS). WebIRS can be found at: https://incidentreporting.faa.gov.

Notes:

- The FAA SSE will coordinate with the contractor as necessary to ensure that the security for all FCTs and associated personnel meet those requirements.
- The FAA SSE point of contact information for each FAA region/center is provided in Attachment J-5, FAA Regional Security Servicing Elements Office.
- The FAA SSE is the individual the SC coordinates with on all matters involving facility security.
- The FAA will ensure the effectiveness of the contractor's FSMP through the conduct of scheduled and unscheduled facility security assessments, inspections, facility security program evaluations, and incident reporting.
- The FAA SSE will conduct periodic facility security assessment of the FCT, which is an on-site examination of the facility in order to determine if there are any physical and administrative security vulnerabilities or findings.

C.3.1.8. Aviation Safety Action Program (ASAP)

a) The Contractor must implement an Aviation Safety Action Program (ASAP) that complies with FAA Order JO 7200.20, Voluntary Safety Reporting.

b) The Contractor must establish and implement a Voluntary Safety Reporting Program (VSRP) in accordance with FAA Order JO 7200.20, Voluntary Safety Reporting Programs.

c) The Contractor must sign the FAA Contract Tower Aviation Safety Action Program (FCT ASAP) Memorandum of Understanding (MOU) within 90 days after contract award.

d) The Contractor must structure its ASAP so that it is in accordance with the applicable FCT ASAP MOUs.

e) The Contractor must ensure that all employees and managers receive FAA-provided training on the provisions of applicable FCT ASAP MOU.

f) The Contractor must designate two employees to participate in the annual VSRP Calibration Workshop provided by the FAA's VSRP Office.

g) New members assigned by the Contractor to the ERC must attend the FAA's ERC new members training course when the first training is made available.

C.3.1.9. Drug Testing Program

a) The Contractor must establish and maintain a drug free workplace and drug testing program in accordance with policies and directives stated in 14 CFR Part 120.

b) The Contractor must submit reports on the Drug Testing Program to the FAA Office of Aerospace Medicine (Code AAM) as prescribed in 14 CFR Parts 120.

Note: The FAA reserves the right for the CO to require additional drug testing upon request.

C.3.1.10. Alcohol Misuse Prevention Program

a) The Contractor must establish and maintain an Alcohol Misuse Prevention Program in accordance with 14 CFR Part 120.

b) The Contractor must submit reports on the Alcohol Misuse Prevention Program to the FAA Office of Aerospace Medicine (Code AAM) as prescribed in 14 CFR Parts 120.

C.4.6. Contingency Planning and Operations

a) The Contractor must ensure that each FCT facility in their jurisdiction is in compliance with FAA JO 1900.47F, Air Traffic Control Operational Contingency Plans.

C.4.7. Should the Government determine that it is necessary for an FCT to remain open beyond normal operating hours to support airport emergency operations due to natural or man-made disasters (i.e., hurricanes, earthquakes, fire, bomb threats, or other natural or man-made events), the Contractor must take immediate action to extend hours to accommodate the situation. Maintenance of Records and Operational Data

a) The Contractor must comply with the provisions of FAA Order 1350.14B, Records Management, concerning documentation of operational data and maintenance of records.

b) The Contractor must provide the FAA access to FCT operational data upon request.

C.4.8. Facility Charts and Diagrams

a) The Contractor must keep facility charts and diagrams current and legible for each FCT facility within the assigned area.

C.4.9. Reporting

a) The Contractor must provide information in response to requests from FAA, such as data for aeronautical studies, operational statistics, internal facility directives, Letters of Agreement (LOAs), and other similar requests.

b) Upon the Government's request, the Contractor must provide a current copy of any local FCT facility directive and regulations regarding the provision of ATC services, any documents to which the FCT Contractor is a signatory, and any other documents used to perform FCT air traffic services.

End of Section C

U.S. Department
of Transportation
**Federal Aviation
Administration**

800 Independence Ave., SW.
Washington, DC 20591

November 26, 2024

CI2 Aviation
ATTN: Andrella Kenner
400 Perimeter Center Terrace Suite 110
Atlanta, GA 30346

Subject: Notice of Award: Contract No. 693KA7-25-C-00003 for FAA Contract Tower FCT Program

Reference: FAA Contract Tower FCT Program, Screening Information Request (SIR) 693KA7-23-R-00003

Dear Andrella Kenner:

The letter serves as notification that CI2 Aviation has been selected as a successful offeror for one area (two Sub-areas) for the above referenced SIR. Please find the attached Contract No. 693KA7-25-C-00003 Area 2 (TETL and TEME) for your signature concurrence.

CI2 Aviation has three (3) working days from receipt of this notice to request a debriefing.

If you have any further questions, please contact the undersigned by phone at (202) 267-0797 or email at chontice.boykin@faa.gov.

Sincerely,

CHONTICE M BOYKIN

Digitally signed by CHONTICE M BOYKIN
Date: 2024.11.26 12:03:21 -05'00'

Chontice Boykin
Contracting Officer, AAQ-230

Enclosure:
Contract No. 693KA7-25-C-00003

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0218 **Meeting Date:** 4/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell Contract 032824-DAI, Class 4-8 Chassis and Cabs with Related Equipment, Accessories and Services, for the purchase of M2 106 Plus Conventional Chassis-5 Yard Dump Truck in the amount not to exceed $131,927.00 with Peach State Trucking Center (Norcross, GA), authorized dealer for Daimler Trucks North America to transport materials, dump gravel and debris. This is a one-time procurement.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or state contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Health and Human Services

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request is for the purchase of a M2 106 Plus Conventional Chassis-5 Yard Dump Truck (Norcross, GA), to transport materials, including dump gravel and debris.

Scope of Work: The Department of Public Works will utilize this M2 106 Plus Conventional Chassis - 5 Yard Dump Truck to transport and dispose of construction materials such as gravel, asphalt, and demolition debris to and from a variety of main water jobsites throughout the North Fulton service

area. Its compact size allows for efficient operation in tight or restricted areas while providing adequate hauling capacity for small to medium-scale construction, landscaping, and site work activities. The purchase of this truck was included in the base 2026 Operations & Maintenance Budget for the Water Distribution Division in Fund 202.

Community Impact: Without this truck, the Department of Public Works faces challenges in transporting materials, performing routine landscaping, and handling debris removal in a timely manner.

Department Recommendation: The Department of Public Works requests the purchase of a M2 106 Plus Conventional Chassis-5 Yard Dump Truck.

Project Implications: Without an operational Dump Truck, the tasks of transporting materials and landscaping, and removing debris and waste will be impacted, causing longer wait times before materials can be hauled, which will cause a delay in water main repairs.

Community Issues/Concerns: : No Issues/Concerns have been raised to the Department from the community.

Department Issues/Concerns: : None have been raised to the Department from the community.

Contract Modification: New Procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

Exhibit 1: Sourcewell Contract # 032824-DAI
Exhibit 2: Daimler Trucks Quote
Exhibit 3: Purchasing Justification Form

Contact Information *(Type Name, Title, Agency and Phone)*

Adriana Bustillos, Deputy Director, Public Works, 404-612-7407

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$ 0.00
Previous Adjustments:	$ 0.00
This Request:	$131,927.00
TOTAL:	$131,927.00

Grant Information Summary

Amount Requested:	☐ Cash
Match Required:	☐ In-Kind
Start Date:	☐ Approval to Award
End Date:	☐ Apply & Accept
Match Account $:	

Fiscal Impact / Funding Source

Funding Line 1:

202-540-5453-1410-Water Distribution Division, Public Works, Equipment- $131,927.00

Key Contract Terms	
Start Date: Upon Boc Approval	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O time procurement

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Choose an item.

Report Period Start:	**Report Period End:**
N/A	**N/A**

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.)DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized dealers will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship, except for components or body installations covered under separate warranties. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as described in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected if it fails to meet the specifications agreed between Participating Entity and Supplier. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Participating Entities may request that DTNA's authorized dealers perform work at government-owned facilities, including schools. The provision of such work shall be negotiated with the participating DTNA authorized dealer and the Participating Entity.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the participating DTNA's authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to the participating DTNA's authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, DTNA's authorized dealer's performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and participating DTNA authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the participating DTNA authorized dealer, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the participating DTNA authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to participating DTNA authorized dealer in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- ;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

DTNA will submit payment to Sourcewell for the administrative fee per unit of Equipment and/or Product as stated in the Proposal. purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

DTNA agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the DTNA is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the DTNA in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

DTNA agrees to defend, indemnify and hold harmless Sourcewell and the Participating Entities from and against any and all claims which are incurred by or asserted against any Sourcewell and/ or Participating Entities by any third party (including Sourcewell or participating Entities personnel), to the extent such claims arise out of or relate to: (a) the negligent acts, negligent omissions, willful misconduct, or strict liability (whether insured against or not) of, or violation of applicable Law by, any DTNA Indemnitees (as defined below); (b) defects in materials, manufacture, workmanship, or design of any Equipment or Product under this Contract, whether latent or patent (including for failure to properly label, failure to properly warn of dangers associated with use, failure to give proper instructions, failure to inspect adequately, and failure to test adequately); (c) a claim alleging that the manufacture, use, or sale of the Equipment infringes the Proprietary Rights of any third person; or (d) performance of Services for which DTNA contracts in a manner inconsistent with the obligations under this Agreement(e) DTNA's breach of any of its warranties, representations, and obligations in this Contract provided, that DTNA's obligation in this Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence or willful misconduct. As used in this Section 11, "DTNA Indemnitee" means, collectively, DTNA , its affiliates, and its and their respective officers, directors, and personnel, and all of their respective permitted successors and permitted assigns.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an claims basis and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

$1,000,000 Personal and Advertising Injury
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

DTNA certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract DTNA declares bankruptcy, DTNA must immediately notify Sourcewell in writing.

DTNA certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. DTNA further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. DTNA certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. DTNA must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). DTNA must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, DTNA certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or DTNA may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 8/28/2024 | 5:36 PM CDT

Daimler Trucks North America

Signed by:
Eugene Berg
D426A8843A41488...

By: _____

Eugene Berg

Title: Director-Vocational Sales

Date: 8/19/2024 | 3:31 PM CDT

Daimler Trucks North America

Signed by:
Peter Arrigoni
8C101B7B93C54FD...

By: _____

Peter Arrigoni

Title: Vice President-Vocational Sales

Date: 8/27/2024 | 7:06 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Daimler Trucks North America
Does your company conduct business under any other name? If yes, please state:	Freightliner LLC, Western Star Truck Sales Inc.
Address:	4555 N. Channel Avenue Portland , Oregon 97217
Contact:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Phone:	503-939-3033
HST#:	93-0790608

Submission Details

Created On:	Wednesday February 14, 2024 18:28:59
Submitted On:	Thursday March 28, 2024 09:56:59
Submitted By:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Transaction #:	351f998f-52bc-41d6-9e5b-c374ebf0eb65
Submitter's IP Address:	163.116.129.117

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Daimler Truck North America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Freightliner LLC & Western Star Truck Sales Inc. & Daimler Truck Financial Services	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UID: X4T2HM6GUXB1	*
5	Proposer Physical Address:	Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217	*
6	Proposer website address (or addresses):	Daimler Truck North America | Daimler - https://northamerica.daimlertruck.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eugene Berg Director – Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Mitchem Vocational District Sales Manager Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 706-5211 Jamie.Mitchem@DaimlerTruck.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Daimler Truck North America (DTNA), including Freightliner and Western Star truck brands, is the leading manufacturer of Class 6-8 commercial vehicles in North America, holding approximately 40% share of the market. The company is dedicated to serving "all who keep the world moving" and this simple statement of purpose reflects what we believe to be our integral place in the global supply chain. Whether moving foodstuffs from farms to grocery store shelves, goods from manufacturers to markets, or children to school, every single one of our products – while driven by a single individual – is ultimately making a difference in the lives of thousands, and our commitment to those customers operating those vehicles is steadfast and unwavering. As a subsidiary of the global Daimler Truck, we trace our company's history back to Germany of the late 19th century and the earliest days of the engine, as well as the very invention of the truck. From our earliest days, partnerships were core to our business strategy, with two German inventors and businessmen – Gottlieb Daimler and Karl Benz – founding the original Daimler-Benz. The company would continue to evolve and grow over the course of a century to become Daimler AG, at one time the world's largest industrial manufacturing conglomerate, and producer of both heavy trucks and the luxurious line of Mercedes-Benz cars. In late 2021, Daimler AG spun off these businesses into two separate entities. Today, Mercedes-Benz cars remain the benchmark of modern automotive luxury, while Daimler Truck provides solutions that support the global supply chain. Governed by a diverse Board of Management, Daimler Truck's perspective for the future is heavily influenced by our purpose statement, "For All Who Keep the World Moving." And the company intends to maintain its leading position in conventionally powered trucks and buses while simultaneously transforming its product line for a future of CO_2-neutral transportation. In nearly every country of the world today, you will find trucks and buses from one of our company's brands. In North America, those vehicle brands include Freightliner and Western Star trucks and Thomas Built Buses. The company's portfolio on the continent is further strengthened by Detroit®, a vertically integrated manufacturer of Daimler Truck's proprietary engines, transmissions, axles, and other components and technologies for both conventional and zero-emission vehicles. Our company's proud 130-year history is not only a testament to our resilience, but also emblematic of how partnerships with our customers and our vision for the future help drive toward a common good: good for us, good for our customers, good for society. Even as we've evolved our trucks and buses – and as we continue to evolve their underlying propulsion technologies – we continue to partner with our customers to enable them to keep our world moving. We look forward to having the chance to continue delivering on that purpose for many more centuries to come. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks contained in attachment: 1. Purpose & Vision: a) Daimler Truck North America | Daimler b) DTNA Purpose Video c) DTNA Vision Video	*

11	What are your company's expectations in the event of an award?	Simply stated, it is our intent to strategically help grow both the Sourcewell footprint of Members, as well as Daimler Truck's share of the Muni / Government / Not-for-Profit market. Daimler Truck North America and our desirable truck brands, Freightliner and Western Star have substantial experience and a leading position in the sale and service of municipal vehicles. DTNA plans to realize share growth with our inclusion in the Sourcewell Awarded Contract catalog. With an extensive network of dealers covering ALL of Canada and United States, we will utilize this network, through on-site advertising, tradeshows, conventions, dealer open-houses and our numerous corporately held training events, to both educate on and promote the Sourcewell program. If a Sourcewell contract is awarded, we will utilize our internal resources; webinars / social media / dealer training events etc. as well as our large independently owned dealer group and their resources, to promote our Sourcewell contract. If awarded, we look forward to working with the Sourcewell team to establish a joint marketing plan which will maximize the effectiveness of our extensive dealer footprint, throughout the US and Canada, through the resulting launch of our product catalog to the Sourcewell membership. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Marketing Plan Sample – Sourcewell GTM Strategy"
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In late 2021, Daimler Truck Holding AG was established in a spin-off from Daimler AG, the former parent company and owner of both Mercedes-Benz cars and the Daimler Truck family of brands, including Freightliner and Western Star trucks. Daimler Truck Holding AG has been listed on the Frankfurt Stock Exchange (Börse Frankfurt) since that time, where we are included as one of the 40 blue chip DAX index companies. We are abundantly happy to provide our annual filings for 2021, 2022 and 2023, all of which are inclusive of income statements, cash flow statements, and other salient financial data regarding the health and viability of our business. Please note: the latter of these will be available on March 1, 2024, in conjunction with our disclosure schedule. Additionally, the most recent presentation furnished to analysts, investors, and the media at our July 11, 2023 Capital Market Day program can be found here. Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com)
13	What is your US market share for the solutions that you are proposing?	In 2023, DTNA captured 39.6% of the total US Class 8 Market, along with 35.4% share of the total US Class 6-7 Market. As of February, 2024 – DTNA has grown that share to 49.7% of the total US Class 8 Market and 40.6% share of the total US Class 6-7 Market. Our share of the addressable Truck / Tractor Market (excluding School Busses) is as follows: - Class 6/7: 30.7% - Total (30.7% - Freightliner) - Class 8: 36.8% - Total (33.7% Freightliner / 3.1% Western Star) Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers. Please refer to the following documents for additional information: • Folder: "DTNA - Upload Additional Document" • Attachments: "DTNA - North America Market Share"
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 37.5% - Total (37.5% - Freightliner) Class 8: 39.1% - Total (29.5% Freightliner / 9.7% Western Star) These values include tractors and trucks. Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Daimler Truck North America has never petitioned for bankruptcy protection. Our organization maintains consistent financial strength and stability and is backed globally by a diverse group of investors on the Frankfurt Stock Exchange (Börse Frankfurt). Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com)
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	DTNA is an Original Equipment Manufacturer (OEM) with over 70 years of experience in the commercial vehicle space. Our organization is backed by an independent dealer network across US, Canada & US Territories. With an extensive presence in 587 sales, service and distributor locations spanning across ALL states, territories and provinces, Daimler Truck North America is the leading commercial vehicle manufacturer in North America. Our portfolio of distinctive brands serves a multitude of industries and commercial vehicle applications. Through affiliated companies like Detroit Diesel Corporation, the company also is a leading provider of heavy- and medium-duty diesel engines and components. As Daimler Truck North America enters its eighth decade, it remains committed to the values on which it was founded: innovation, quality, and an unwavering dedication to meeting customers' needs. b) Daimler Truck North America is the leading original equipment manufacturer (OEM) of Class 6-8 commercial vehicles in North America. The sales of our products are performed through a robust network of 448 franchised and independently owned SALES locations, strategically located across the North American continent. The entirety of this dealership network and its employed technicians, are trained and certified by DTNA's trainers to perform routine maintenance and major repairs. In addition, through an exclusive and strategic partnership to provide select services for Freightliner vehicles at approved Love's Truck Care and Speedco locations, Freightliner drivers have access to an even larger network of service points for light mechanical warranty repair work, roadside warranty emergency services, and approved field service and recall campaigns.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Daimler Truck North America (DTNA) is dedicated to improving the quality of life and preserving the environment within the communities and societies we engage with. Environmental conservation and the conscious use of energy resources stand as fundamentals of DTNA's mission. Our commitment to these principles is underscored by our attainment of external certification through rigorous audits conducted in accordance with the ISO 14001:2015 Environmental Management and ISO 50001:2018 Energy Management systems. This certification verifies DTNA's alignment with the stringent provisions outlined in these standards. Class 6-8 vehicles under the brand of Freightliner and Western Star Product lines conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canada Motor Vehicle Safety Act (CMVSS) Daimler Truck fuel tanks are certified to 49 CFR 393.67 for side mounted tanks and we take into consideration the recommended standards to 49 CFR 399.207. Daimler Truck vehicles takes into considered of Width and length limitations (23 CFR 658) regulated by the Federal Highway Administration The exterior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation and the EPA (40 CFR 205) The Interior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation (49 CFR 393.94) Canada Motor Vehicle Safety Act (CMVSS 1106) and OSHA (29 CFR 1910.95) Freightliner and Western Star Product are equipped with emission control equipment to comply with all applicable US environmental Protection Agency (EPA) regulations governing control of air population from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, there are offerings that comply to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. In addition to conforming to J1939-13 for On board diagnostics. Daimler Truck North America follows ISO 9001 for Quality Management Systems and takes into consideration and implementation of Functional Safety (ISO 26262) (when developing, designing, and evaluating our vehicles. Our organization also follows ISO 21434 for cybersecurity engineering on Road Vehicles. Please refer to the following documents for additional information: • Folder: “DTNA - WMBE-MBE-SBE or Related Certificates” • Attachments: 1) “Licenses - Certifications” 2) DTNA Certificate of Insurance	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Not applicable to our organization	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2023, Daimler Truck North America's head of eMobility, Rakesh Aneja, was appointed to the Electric Vehicle Working Group, an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. To date, Aneja remains the only OEM representative invited to the Group. In 2022, the U.S. Department of Energy recognized the Detroit® plant for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing, the third consecutive year the facility earned the distinction. In 2022, the Portland Business Journal named Daimler Truck North America "Innovator of the Year" for the company's pioneering work in electric medium- and heavy-duty vehicles, including the Freightliner eCascadia and Freightliner eM2. In 2022, Heavy Duty Trucking named the Detroit® Assurance Suite of Safety Systems a "Top 20 Products" of the year. In 2021, Equipment Today named the Western Star 49X a "Top 50 New Products" of the year. In 2021, Construction Equipment named the Western Star 47X a "Top 100 New Products" of the year. In 2019, Engadget named the Freightliner Cascadia with Detroit Assurance Suite of Safety Systems the "Best of CES" for transportation technology. In 2019, the South Coast Air Quality Management District bestowed the "Clean Air Technology" award on Daimler Truck North America for the company's development of battery electric medium- and heavy-duty trucks. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 2. Awards & Certifications Links: a) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov) b) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management | Department of Energy c) Makers & Manufacturers Awards Executive of the Year: Tamara Lundgren - Portland Business Journal (bizjournals.com) d) HDT 2022 Top 20 Products - Equipment - Trucking Info e) Daimler wants self-driving trucks on the roads in ten years (engadget.com) f) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler
20	What percentage of your sales are to the governmental sector in the past three years	Market Share for the Government segment in 2019 was an industry leading 31.4% in the US and 32.7% in Canada Share of DTNA Business: Class 6/7: 2.8% (2021); 3.7% (2022); 3.3% (2023) Class 8: 4.2% (2021); 4.5% (2022); 4.7% (2023) Market Share: - Class 6/7: 33.6% (US) - Class 8: 33.0% (US) - Class 6/7: 23.4% (CAN) - Class 8: 46.1% (CAN) DTNA has a strong presence in the Government Sector, and it is a very important part of our business where we continue to strive for growth. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: - "Government Sector Market Share.pdf"
21	What percentage of your sales are to the education sector in the past three years	As this submission does not include our Thomas Built Bus division (separate proposal submitted under the current School Bus solicitation), the education sector is not applicable to our proposal. That said, the Thomas Built Bus division was 7.1% of our overall business in 2021, 6.1% in 2022, 6.6% in 2023.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As the largest OEM in the municipal sector, DTNA has worked with several of these organizations over the years, but the contracts are held by our dealer network and not directly with us. Examples include: the Houston Galveston Area Council, Miami Dade Sheriffs Association, Texas Buy Board, and NC Sheriff's Association. Sales to these groups were all more than 50 trucks and generated millions of dollars in sales. Please reference additional information in response to Table 5, Question 25 for more detail.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	DTNA has a decade's long track record with the US Government (USG) via the GSA's Auto-Choice and Multiple Award Schedule programs. We have also had great success in working with individual branches of Government such as the State Department, USAF, TACOM, USACE, US Navy & Marine Corps via stand-alone contracts. DTNA is viewed as a leading vendor to the USG due to our exceptional customer service and strong support of their marketing efforts such as extensive involvement as a presenter and subject matter expert in the Fed Fleet exhibition. Annual sales on these contacts amount to hundreds of trucks and millions of dollars. As documentation of this success, we have attached market share volumes for the 2023-2024 GSA contract – GS-30F- NA013 in the attached "GSA Contract Results 2023-2024" in the additional documents upload section of our submission. While DTNA is not the prime contractor on any USG sales, we are closely involved with our dealers and the process to ensure the customer need is met. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "GSA Contract Results 2023-2024"

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Dept of Water & Power	Tade Mirzakhanyan	818-771-3614
PB Loader	John Styer	559-277-7370
Altec	Breanna Kinman	913-231-6570
Viking Cives	Kevin Newson	801-204-4130

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GSA	Government	Other	Class 6-8 Trucks	100-250/year	Estimated $15 - $37 million	*
CT Dept. of Admin Serv	Government	Connecticut - CT	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million	*
State of Minnesota	Government	Minnesota - MN	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million	*
Texas Controller of Public Acct.	Government	Texas - TX	Class 6-8 Trucks	100-150/year	Estimated $15 - $23 million	*
Missouri DOT	Government	Missouri - MO	Class 6-8 Trucks	50-150/year	Estimated $7 - $23 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	DTNA's corporate sales force includes several Senior Executives, 10 Regional Directors, as well as 40+ District Sales Managers. With an army of 1,000+ dealer sales professionals, we represent a formidable force, tasked with selling and supporting Freightliner and Western Star Trucks across all of the states and provinces in the U.S. and Canada. DTNA's After Sales Support (field parts and service) group has a similar number of corporate Executive, Regional and District staff. Combined corporate support includes 1,000's of dealer; parts, technician, warranty and Customer Experience (CX) experts. DTNA represents one of (if not) THE largest sales and support networks, in North America. The DTNA dealer sales force is also comprised of 448 Freightliner and Western Star SALES locations across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members.	*
27	Dealer network or other distribution methods.	Above and beyond the 448 SALES dealership locations referenced in Question 26, the dealer network also includes numerous Parts & Service locations The TOTAL DTNA dealer network is comprised of 587 Freightliner / Western Star Sales AND Parts & Service locations, across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. This extensive network draws from 10 strategically placed Parts Delivery Centers across the US and Canada. Additionally, our network has contracts with 171 Detroit Distributor locations, which can service Detroit engines, as well as 413 Loves Truck Care and Speedco locations that are capable of light repairs. While DTNA dealers are the primary point of contact for Sourcewell members, DTNA's aftermarket parts team is the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, we are uniquely positioned to support our customer base across North America. One of the primary goals of DTNA's Aftermarket PDC network is to be positioned to support our dealers in delivering within 12-hrs or less via a direct delivery service (DDS) route. Members can locate their local, facing Freightliner and Western Star sales & service dealers via the "Find a Dealer" function on our website. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory" • Folder: "DTNA - Marketing Plan" • Attachments: "DTNA – Marketing Plan Website Links" • Hyperlinks: 1. Daimler Truck North America | Daimler 2. Western Star – Sourcewell Sample Webpage 3. Freightliner – Sourcewell Sample Webpage	*

28	Service force.	DTNA has over 700 service locations and the reliability of our dedicated support staff, from our factory certified technicians to our 24/7 toll-free hotline operators. Our job is to make your job easier and more profitable, and with our vast network of service locations. The DTNA service network in the United States & Canada includes, but is not limited to: • 388 Freightliner & Western Star dual branded parts & service locations • 79 Freightliner standalone brand parts & service locations • 73 Western Star standalone brand parts & service locations • 134 Detroit distributor branches (Detroit & Allison transmission repairs) • Over 10,000 certified technicians nationwide Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The ExpressPoint experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States The DTNA corporate Field Service Team has over 100 dedicated and professional District Service Managers strategically located across the United States and Canada that provide support to Customers, Freightliner & Western Star Dealers, and Detroit Distributors. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Service Point Links" • Hyperlinks: a) https://www.freightliner.com/service/ b) https://www.freightliner.com/service/expresspoint/ c) https://www.westernstartrucks.com/parts-and-service/
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All purchase negotiations will take place between an authorized DTNA dealer and the Sourcewell member. No orders will be accepted by DTNA on a direct sale basis. The process flow for a typical transaction would be as follows: • Sourcewell Member identifies a product need and selects a dealership to work with, from the list of DTNA dealerships posted via the Sourcewell website / web link. • Sourcewell Member and authorized DTNA truck dealership establish a relationship to provide transportation related products and services. • During these consultations, the DTNA dealer will work with the Sourcewell member to establish the specific purpose of the vehicle in question, including any body(s) or equipment that may be required to be sourced. • Based upon the outcome of these discussions the dealership salesperson will develop a set of detailed specifications for the chassis, as well as related equipment if required. This information will be consolidated into a preliminary sales proposal, which will include details of the proposed chassis and if applicable, specifications for any body(s) or equipment required to perform the job defined by the Sourcewell Member. This will then be reviewed between the two parties to ensure that the requirements of any proposal are mutually understood. • Once a clear definition of the deliverable is understood, the DTNA dealer will calculate the price to be quoted using the approved DTNA-Sourcewell program discount for the truck chassis, applying appropriate delivery and transportation charges and pricing all sourced goods using the program defined not-to-exceed mark-up percentage. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. If applicable, the Canadian exchange rate will be applied at this point. These sub-items will be consolidated into a comprehensive commercial vehicle sales proposal including all applicable terms and conditions to the Sourcewell member for consideration. • Sourcewell member and DTNA dealership review and mutually agree on all aspects of the sales presentation including chassis and equipment specifications, final sales price and applicable terms and conditions. • Upon acceptance of the proposal, the Sourcewell member issues a formal purchase order (PO) to the DTNA dealership. • DTNA dealer accepts the PO and orders the chassis (using the DTNA-Sourcewell program tracking code to ensure proper discounts and routing) along with all other applicable sourced goods required to complete the project. • Dealership coordinates all activities related to the fulfillment of the agreement through final delivery, to fulfill the terms of the Members' PO. • Upon Sourcewell Member's acceptance of the vehicle and receipt of Members payment, as agreed upon, DTNA dealer will request warranty registration of the vehicle from DTNA (OEM). • Dealer will submit their request for Sourcewell program inclusion including the serial # of the vehicle and all required data as to the sourced goods and services involved in the transaction. Dealers who fail to comply with all terms and conditions of the published Sourcewell sales program will incur penalties up to, and or including, chargeback of discounts received to stock levels of discount. • Upon review of the documents presented, and confirmation of applicable invoicing reserves, DTNA (OEM) will warranty register the vehicle and include it in the list of vehicles to be included in the quarterly Sourcewell rebate payment. Ultimately, as the Awarded Contract-Holder, DTNA will control and administer pricing concession, based on approved Sourcewell Program Discount level(s), will tabulate monthly / quarterly list of units ordered and delivered through the Sourcewell program and will remit fees to Sourcewell, as committed and contractually bound. Periodic audits of Sourcewell participating dealers will also be performed to ensure accuracy and quality control of the program. As outlined above, the physical negotiation of specification(s) through to ordering, delivery and execution of payment / warranty registration, will be completed by each Sourcewell participating Authorized Dealer.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	DTNA's Elite Support Certified network of dealers are focused on delivering a consistent, superior level of customer service with every visit. Elite Support includes, but is not limited to: Express Assessment All Elite Support Certified locations participate in Express Assessment, which means the dealer will provide a preliminary assessment within 2 hours of arrival to enable you to make an informed decision on your next course of action. This assessment may include needed repairs, parts availability and an estimate of cost and repair time. Maximizing Uptime The ultimate goal of the Elite Support Network is maximizing vehicle uptime. Every Elite Support Dealership must be recertified annually to ensure you experience a consistent, higher standard with every visit across our Network. Best-Trained Techs Our technicians receive continual training from the experts at DTNA. We focus on a solid understanding of all vehicle systems and have access to the latest tools to expedite repairs. Continuous Improvement Every dealership earning the Elite Support certification must meet specific criteria across all customer service areas. To maintain these high standards, dealerships employ a Continuous Improvement Coordinator that spearheads changes across their location. Robust Parts Network Through the combined experience of our network and close collaboration with our service team, we understand what parts we need on-hand to get you back on the road quickly. Elite Support dealerships utilize multiple methods, such as Excelerator, RimPro, and dealer managed inventory to secure the parts you need. Exceptional Amenities We know that when we service your vehicle, you're trusting us with your business. Elite Support Certified dealers believe in providing quality solutions and timely communication from a friendly and familiar team. Our facilities are designed to minimize downtime and provide a comfortable environment for drivers as we work to get your truck back on the road. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Elite Support Links" • Hyperlinks: a) https://www.freightliner.com/service/elite-support/ b) https://www.westernstartrucks.com/parts-and-service/elite-support/	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout the US. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the US Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout Canada. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the Canadian Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	With 587 Freightliner and Western Star dealerships (sales, parts & service) and contracts with 171 Detroit Distributor locations and 413 Loves Truck Care and Speedco locations, DTNA has significant representation to support Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	While DTNA provides significant product coverage to serve the education, non-profit, and government sectors – there may be some limitations on coverage for outstanding GSA, or OEM exclusive contracts. Pricing as presented in DTNA's submission is valid for quotation to Sourcewell Members who do not have OEM exclusivity provisions in prior contracts with DTNA. Examples of this would include the GSA Autochoice and MAS / 23V contracts. Otherwise, we are committed to supporting the full scope of Sourcewell customers.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	DTNA maintains a sales & service presence in Hawaii, Alaska, Puerto Rico and has, to the best of knowledge, the only full-line authorized North American OEM dealership, with a presence in Guam. Shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays, based on mileage and weather conditions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Initial promotion of our products will be oriented towards introducing DTNA's regional and district sales personnel to the Sourcewell distribution model and its benefits to our dealer group. This will be followed by a series of communications to the entire dealer network sales personnel through internal announcements and webinars. External communication will follow and be distributed via DTNA websites and throughout our social channels network. Throughout this process, we look forward to working with the Sourcewell marketing team to convey and reinforce the contract details. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: • "DTNA - Marketing Plan Sample" • "DTNA – Marketing Plan Website Links" • "DTNA Product Video Links" • "Freightliner - M2106-M2112 Product Overview" • "Freightliner - M2 106 Brochure" • "Freightliner - Cascadia DC Brochure" • "Freightliner - 108SD-114SD Product Overview" • "Freightliner - eM2 - Spec Sheet" • "Freightliner - eCascadia - Spec Sheet" • "EconicSD Chassis Brochure" • "Western Star - 47X_49X Brochure" • "Detroit Assurance 5.0"
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	DTNA is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitate to this media as a source of information. Freightliner and Western Star brands maintain a strong presence on social media platforms, such as Facebook, Instagram and Linked In as a way to connect with customers and promote marketing efforts. These efforts are managed via a dedicated management team of social media experts, who will focus on the development of marketing opportunities with Sourcewell. The entire DTNA sales organization is also provided leads on future sales opportunities via the proprietary Retail Prospect Management (RPM) marketing tool. This digital tool assists our dealers in identifying buying cycles of Sourcewell members and proactively addressing their requirements. DTNA also has a team dedicated to Economic and Trucking Intelligence, which provides the Sales and Marketing teams with up-to-date information about the trucking industry. This information is shared with the teams and dealerships through Retail Prospect Management. RPM shows potential customers within the AOR (Area of Responsibility) of the dealer, district manager, regional manager, and marketing team to help them in prospecting new business. This tool also provides fleet makeup, purchase history, and an industry-first "likelihood of purchase" calculation, developed using an advanced algorithm based on economic and market specific conditions in their local area. This will keep sales associates and dealers informed of Sourcewell members' product requirements and buy cycles, so they can proactively address their needs in a timely manner.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As DTNA respondent(s), we feel that Sourcewell's role in promoting DTNA, our products and dealer partners, will commence with announcing the 2024 Award Recipients. To further the announcement, we anticipate that Sourcewell will promote the addition of DTNA as an Awarded Supplier, to their 1,000's of active Members, through their ongoing marketing efforts. Said efforts to include but not limited to; email, website, trade shows, industry conferences and in general, all of the marketing efforts which have made the Sourcewell Program the success that it is. DTNA is committed to the development of marketing material, including web-based efforts and template style documents to support our dealer network in creating interest in both the Sourcewell Program, as well as driving business to our dealer partners' locations from Members. With the combined efforts of DTNA and Sourcewell, we will expand our reach to better serve mutual municipal, education and non-profit customers. DTNA looks forward to joint marketing efforts and support from Sourcewell staff, in the creation of initiatives which will ultimately serve to both grow sales opportunities for DTNA, as well as growing the Sourcewell footprint.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our independent dealer network is the primary point of contact for Sourcewell customers going through the new truck purchase process. As such, each dealer location will have their own process for order intake, which may or may not include an e-procurement process. Excelerator is DTNA's ultimate e-commerce solution designed to streamline the parts ordering process. Empowering customers to search, find, and buy parts for any make, model, and application. Our motivation is to create a nimble and efficient customer experience guided by customer focused initiatives and forward-thinking functionality. Excelerator provides an optimized parts search, PartsProX our fully integrated catalog, real time parts pricing and availability, Inner Circle Rewards, a customer rewards program, product features and images, and VIN verification. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Excelerator Links" • Hyperlinks: 1. https://www.freightliner.com/parts/excelerator/ 2. https://www.westernstartrucks.com/parts-and-service/excelerator/

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	DTNA provides dealer training on all products, features, benefits, maintenance procedures, and their proper operation. The dealer is responsible for providing that same training to the end customer (as required) for successful operation. This training is typically provided during the delivery hand off process. We also have a free app that can be downloaded on a smartphone or tablet that has brochures, news, training videos, dealer locator, and access to DTNA websites. The training videos can be accessed for all models and options or can be filtered to only show the ones specific to your VIN. DTNA also provides product training opportunities to customers and our Truck Equipment Manufacturer (TEM) partners, many of whom are already established as Sourcewell vendor partners. An example of this is our Detroit Connect Analytics, which provides users with on-demand, automated analysis and reports detailing fuel efficiency, safety, and performance data. This information can be utilized by municipal fleets to reduce costs and increase safe performance across the fleet. DTNA provides monthly live training webinars and multiple in-person classes. DTNA also has online service training through our Aftermarket Resource Center (ARC). This includes service information and programming options with our Custom Hardware and Electronic Configurator (CHEC) tool that allows you to add safety features to the truck. An example of a programmable feature is the ability to limit the truck speed with a dump body in the up position and automatically triggering the strobe lights to warn others nearby. Another useful tool is our online Technical Resource Guides (TRG). These guides can help you learn how to order, connect, program, and use many of our notable features. Another advantage DTNA offers is our unique status as a supplier of integrated transportation solutions. As such, we are uniquely able to offer OEM levels of training on our proprietary Detroit products including engines, transmissions, axles, and safety equipment. Many of these training options are free or at an incredibly low cost. The training and any costs associated will be dependent upon joint discussions between the dealer and customer as to what is required and the most effective for their individual needs.
41	Describe any technological advances that your proposed products or services offer.	Dependent upon the model specified, DTNA offers a full suite of safety systems on our products via proprietary and vendor partner supplied sources. In this fashion, your members can select the system that best integrates into their fleet operations. • Active Brake Assist (ABA 5) mitigates potential collisions by calculating truck speed and distance to other vehicles. This determines if a warning or braking action is needed. Full Braking on Moving Pedestrian can detect a person who is about to walk into the truck's path. It issues audio and visual warnings with simultaneous partial braking first, followed by full braking if the driver does not react. Full Braking on moving and stationary vehicles can identify moving or stationary vehicles in the truck's path. When the system detects a potential obstacle, it issues audio and visual warnings. Depending on the situation, partial and full braking may activate as well. • Adaptive Cruise Control (ACC) to 0 MPH automatically adjusts a truck's cruising speed to maintain a safe following distance from other vehicles. With the ability to remain in cruise control longer, drivers experience less fatigue throughout the day, keeping them more alert. ACC works in stop-and-go traffic, too. When the vehicle in front of your truck begins to slow, even to a stop, your truck will stop and hold its brakes. If the stop is less than two seconds, you will start moving again once the vehicle in front of you moves. For stops longer than two seconds, the driver can easily resume motion by engaging the throttle or pushing set/resume. • Side Guard Assist (SGA) alerts drivers of objects in their passenger-side blind spots. As a passive collision mitigation system, SGA will not de-throttle or stop your vehicle. Instead, it keeps the driver in control. If the truck's passenger side gets too close to a moving person or object, the system will warn the driver not to complete the right turn or make a right-hand lane change. • Intelligent High Beam automatically switches a truck's headlights from high to low beams when the system detects environmental light from cities or another vehicle's headlights or taillights. Once the vehicle or city lights are out of sight, high beams switch back on. • Automatic Wipers/Headlamps turn wipers and headlights on or off to match weather and lighting conditions. Wiper and headlight controls must be set to auto for this to work. • Tailgate Warning issues visible alerts on the dash as well as sounds when the truck's following distance is too short in relation to its speed for 10 seconds or longer. Once activated, Tailgate Warning will deactivate only when the truck reduces its speed to less than 20 miles per hour. Remaining in Tailgate Warning mode for 10 seconds or longer will make the event reportable to the selected telematics system. • Lane Departure Warning issues audio and visual alerts when a truck crosses lane markers without using a turn signal. • Traffic Sign Display uses a camera to read speed limit and other traffic signs. From here, the system conveniently displays relevant sign information in the instrument cluster. • Forward-Facing Video Capture utilizes a truck's front-facing camera to record the vehicle's activity before, during and after severe traffic events. This technology provides fleets with better insight into what occurs during crashes, so they are easier to prevent in the future. Forward-Facing Video Capture footage can be accessed via web portal, along with accompanying data and vehicle parameters. • The Driver-Facing Camera captures video footage of drivers before, during and after severe traffic events. This footage, along with other vehicle parameter data, is transmitted via web portal to provide fleet operations and safety personnel better insight into driver reactions during events. • Active Speed Intervention (ASI) is an optional, industry-first technology that is designed to deter operators from speeding and to help new operators adopt safe driving practices. This feature works with Traffic Sign Display to issue a passive alert when the driver exceeds the speed limit. If the operator does not respond, ASI will issue an active warning, and if necessary, will cancel Adaptive Cruise Control and de-throttle the truck. • Brake Hold Mode improves safety and comfort wherever work happens. This feature keeps the truck stopped when the operator removes their foot from the brake pedal, or if their foot slips off while the truck is at rest.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The overarching ambition of Daimler Truck is to offer for sale by 2039 exclusively those vehicles which are CO_2-neutral (in driving operation) in core markets of North America, the EU and Japan. This strategic goal has led to the market introduction of 10 unique battery electric vehicles available across the globe today, four of which are available in North America. The company has received the awards noted in response to question 16 for the latter of these. In addition, because the advent of new propulsion technologies requires a supporting ecosystem with which to refuel or recharge those vehicles, the company has been highly active in both the construction of that ecosystem, as well as bringing multiple parties to consensus on the future of that ecosystem. As an example of this and to learn from firsthand experience, the company built the first-of-its-kind public charging station for battery electric medium- and heavy-duty vehicles in partnership with local utility Portland General Electric in 2021. "Electric Island", as it is known, has also become the blueprint for a joint venture the company has entered into with NextEra Energy and BlackRock Climate Infrastructure. This JV, named Greenlane™ will break ground on its first commercial vehicle charging station later in 2024. While there are a large number of transportation companies, including an OEM like Daimler Truck North America, committed to vehicle electrification, the intersection of transportation and energy requires the increase by orders of magnitude in the generation and distribution of energy. To help navigate the complex and highly varied rules surrounding electric utilities, local building requirements and state and federal impediments to constructing these charging networks, Daimler Truck North America served as one of the founding members of Powering America's Commercial Transportation (PACT) advocacy organization. PACT was formally announced in January of 2024 and is an example of how the company has continued its leadership position as new technologies emerge. The founding of PACT also builds on the earlier appointment in 2023 of Daimler Truck North America's head of eMobility, Rakesh Aneja, to the Electric Vehicle Working Group. The EVWG is an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: a) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler b) Electric Island: Providing the Pathway to Carbon-Free Trucking | Black & Veatch (bv.com) c) Drive Greenlane | Commercial vehicle charging network solutions d) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov)
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainable production and a drive for CO_2-neutrality in the driving operation of our products are prime areas of focus for the company. For three consecutive years (2019 - 2022), the company's vertically integrated engine and components manufacturer Detroit® has been recognized by the U.S. Department of Energy for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing. In 2020, the Portland Truck Manufacturing Plant in Portland, Oregon, which is home to production of the popular Western Star X-Series and the company's battery electric Freightliners, became the first facility in the company's global network to achieve CO_2-neutral production, with the company aiming for all of its North American new vehicle manufacturing plants to follow. And all of the company's manufacturing locations are zero-waste to landfill. The company's global ambition is to offer exclusively CO_2-neutral (in driving operation) new vehicles for sale by 2039 in North America, the EU and Japan. Around the world, the company already offers for sale 10 different battery electric models, four of which – including the Freightliner eCascadia and eM2 – are available in North America. All models are HVIP eligible and both Freightliner models have received numerous awards, including the "Clean Air Technology" from the South Coast Air Quality Management District. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: e) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management | Department of Energy f) DTNA Commits to Carbon Neutral Vehicle Production by 2025; Portland Truck Manufacturing Plant Will be First to Meet Target in 2020 | Daimler (daimlertruck.com) g) HVIP Eligible Vehicles - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project | California HVIP h) JETSI-aug31-2021.pdf (aqmd.gov)
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Daimler Truck North America (DTNA) is a publicly traded company and does not qualify for provisions identified in this question. Our products are complex; and the scale of our manufacturing volumes require that we source from vendors who can support those production volumes. However, we have a Supplier Diversity Program in its second year that actively sources diverse suppliers as tier 1 suppliers for DTNA. This extends beyond our tier 1 supply-base to tracking our tier 2 and 3 diverse spend as well. Our tier 1 diverse suppliers are tracked through our procurement system and tier 2 spend is tracked through STARS database. We have established diverse spending targets with the goal of 10% diverse spend by 2030. Efforts to attract diverse suppliers include hosting an annual Supplier Diversity events, launching a Supplier Diversity webpage and integrating Supplier Diversity into standard procurement processes. DTNA has a comprehensive ESG program with targets for each pillar. Our supplier diversity efforts fall under our ESG umbrella. Additionally, DTNA has been a major supporter of the Women In Trucking (WIT) network and has been recognized as a 'Best Place to Work for Women' by WIT. Our diversity efforts extend to bringing in the best employees through extensive hiring and recruiting partnerships including 'Society for Women Engineers', 'Society for Asian Scientists and Engineers', 'National Society for Black Engineers' and 'Society for Hispanic Professional Engineers'. We have also supported many hiring initiatives for veterans in our facilities as well as our customers – IE: supporting the "Ride of Pride" trucks that one of our customers customizes each year to support our veterans. Ultimately our goal is to utilize our vast resources to be a good partner to the communities we serve and operate in.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	While there are several unique propositions that we can offer Sourcewell's participating entities (which we describe in detail further below), a deep-seated belief in partnership is what differentiates our company, and it is what has allowed us to earn our position as the leading manufacturer (by market share) of Class 6-8 commercial vehicles in North America. With every interaction, we partner with our customers to understand their specific needs and enable their success. That theme of partnership begins in our vehicle development process. We benefit our customers both by leveraging the technologies of our global company and then tailoring those technologies to the individual markets we serve. In that tailoring process, we seed early development units with select customers to monitor and measure real-world performance before a vehicle is released to full production. Recent examples of this approach can be found in our Western Star X-Series (first launched late 2020) development, where our engineers embedded alongside our customers to iterate and refine the final product design to their specific demands. As a case in point of the lengths that were taken, we measured the specific roads - and sometimes the unpaved trails – these customers travelled down to the millimeter and then recreated those road surfaces at our own 87-acre proving grounds to replicate decades' worth of use in matter of months. The end result was increased durability of the truck, uptime for the customer, as well as comfort for the driver. Similarly, and specific to our line of proprietary engines, transmission and associated components, we take a partnership approach to understand our customers' needs and tailor global powertrains to specific North American needs. As a case in point and also for the Western Star X-Series, we were aware - thanks to partnership with our customers and firsthand interviews - of the propensity for new drivers to get stuck in loose sand and gravel when driving in quarries or on jobsites. Our engineers then used that problem statement to tailor our global transmission with a specific 'Rock Free' mode to modulate power and allow a driver to remove themselves from a stuck situation. This translates to saved time, effort and profitability of customer operations from having to source another vehicle or backhoe to dislodge a stuck vehicle. The partnership approach can also be found in the development of our safety systems, telematics suite and myriad other technologies, but the rubber truly meets the road when the vehicles are in our customers' hands and require planned maintenance or unplanned repair. In these situations, it is critically important to return trucks to the road as quickly as possible to keep perishable cargo moving or get custom critical freight where it's going. The unique proposition we offer for our service network is a partnership with more than 448 franchised dealers, further supplemented by more service points through select Loves and Speedco locations. This vast service point coverage, backed by a network of 10 strategically located parts distribution centers which average greater than 90% next-day order fulfilment, mean we keep our customers running with maximum vehicle uptime. It is our belief that this long-cultivated focus on partnerships stands to benefit Sourcewell's participating entities. *

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	New Vehicle Limited Warranty: Providing powerful, confidence building warranty protection for every vehicle, DTNA backs every new Freightliner and Western Star with a new vehicle limited warranty covering defects in materials and/or workmanship. Repairing any defects, free of charge and within the warranty period, DTNA delivers exceptional customer service. Truck Parts Limited Warranty: With limited warranty protection on aftermarket truck parts sold through authorized dealers, DTNA covers defective materials and/or workmanship for one year. Detroit Powertrain Warranty: Detroit engine, transmission, and axle owners enjoy comprehensive warranty coverage, including a fast, hassle-free process and expedited parts and service for critical downtime situations. Base warranty coverage details for each model and Detroit components can be found in the attached Warranty upload section. Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachments: • Freightliner 01 - Level Coverage • Freightliner 02 - Level II Coverage • Freightliner 03 - Level III Coverage • Freightliner 04 - Medium Truck Coverage • Freightliner 05 - SD Vocational Coverage • Freightliner 06 - eCascadia Coverage • Freightliner 07 - eM2 Coverage • Western Star 01 - On-Highway Coverage • Western Star 02 - Vocational Coverage • Western Star 03 - Severe Service Coverage • Western Star 04 - Off-Road Coverage • Vocational Trucks - Detroit Powertrain Coverage • On-Highway Trucks - Detroit Powertrain Coverage • "DTNA – Warranty Information Links" • Hyperlinks: 1. Warranty - Freightliner Trucks 2. Warranty - Western Star Trucks 3. Warranty - Detroit *
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty coverages vary, based upon a product's specific coverage limitations. DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. DTNA warranty coverages do not apply to equipment added after chassis manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member. DTNA warranty on any product used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with product use. *

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Due to the complexity of the vehicles sold under this agreement, the majority of the service to be performed on the equipment will be best undertaken in an authorized DTNA service facility to ensure the highest possible service standards. In some cases, specific dealerships may offer on-site repair options to Sourcewell members. These offerings will vary by the size of the market in question and will be constrained in scope by the limitations of a dealer provided mobile solution. As such, Sourcewell Members should consult the DTNA dealership listings provided in this response to identify the specific services offered by their local DTNA dealership and the specific financial provisions of those services offered. Incremental warranties may be purchased by Sourcewell Members to cover this situation at additional expense. Details of extended warranty coverage and pricing should be negotiated with the selling dealer representative at time of purchase. Freightliner and Western Star customers that have purchased Roadside Assistance or Road Call coverage will have access to authorized service locations with a well-equipped service truck and an emergency roadside repair (or a partial repair that would enable driving the unit to the authorized service location). Reasonable travel distance and time may be reimbursed.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	DTNA has over 700 service locations strategically located across the United States & Canada, with over 10,000 certified technicians available to perform warranty repairs. With this extensive presence, we do not believe there is a gap in service coverage. DTNA also has an available Roadside Assistance Program, and Freightliner ExpressPoint to provide convenient access to local repairs. Roadside Assistance Program DTNA Roadside Assistance Program is a concierge service helping customers handle unexpected downtime with 24/7/365 support. If you need after hours and weekend roadside support, the Freightliner Roadside Assistance Program is the solution for you! DTNA has partnered with FleetNet America, a leading roadside service provider, to offer the very best in roadside service and uptime across United States and Canada. If you are looking for a program that provides staff augmentation, customer specific protocol options, electronic event management, and different communication options for your staff, this program is right for you! For Roadside Assistance members, this program provides help in the following areas, but not limited to: • Tire events • DOT related issues • Fuel assistance • Tow services If a repair cannot be handled on the side of the road, a helpful and friendly agent will arrange for a tow to a DTNA dealer or distributor, or to the customers preferred location. Our DTNA dealer and distributor network is well versed in your Freightliner & Western Star truck and can get you back up and running quickly. Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 4. Roadside Assistance Program - Freightliner Trucks 5. Roadside Assistance Program - Western Star Trucks 6. ExpressPoint - Freightliner Trucks
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	DTNA New Vehicle Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by DTNA and that are warranted directly by their respective manufacturers. In many instances DTNA dealers and distributors are authorized to perform repairs for components that are warranted directly by their respective component manufacturer.
51	What are your proposed exchange and return programs and policies?	Exchange or return programs at the OEM level are not typically offered in our industry; and as such are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling DTNA dealership such that an appropriate resolution of the matter can be negotiated. DTNA will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administered at the dealership level.
52	Describe any service contract options for the items included in your proposal.	Prepaid Maintenance & Extended Warranty Plans: Service / Maintenance Contracts may be available through DTNA's independently owned dealers / dealer groups. Service / Maintenance Contracts may or may not include DTNA's Extended Warranty offerings and will be priced & quoted to the Member, by the dealer thru the quoting process. A Full Maintenance Lease offering may also be offered by one or more of DTNA's dealership(s), which may include rental options and other fleet services, as a complete solution to the transportation needs of the Member. Extended Chassis Coverage: Throughout every year of truck ownership, operational and repair costs can be expected to increase significantly. Extended service coverage for a truck chassis helps mitigate the risk of unplanned expenditures for related components. Repair and labor costs are controlled when you're covered, a substantial benefit unavailable outside the network. After your Base Warranty ends, you will be able to count on Extended Service Coverage to control your out-of-pocket repair costs making your business expenses more predictable. Extended Detroit Coverage: Multiple time and distances available up to six years or 600K miles for on highway, or seven years or 250K miles for vocational applications. Whether you need engine service tomorrow or major repairs in three years, extended coverage for your truck's engine helps protect your most important investment. Extended coverage from Detroit is also available for Detroit engines, the DT12 transmission, DT12 clutch, and axles. Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 7. Extended Coverage - Freightliner Trucks 8. Extended Coverage - Western Star 9. Extended Service Coverage - Detroit

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Although an industry standard is typically Net 30 Days from receipt of goods, payment terms will be negotiated between the facing DTNA truck dealership and the Sourcewell member, making the purchase. In this fashion, they are uniquely suited to meet each member's specific needs.	*

54	Describe any leasing or financing options available for use by educational or governmental entities.	DTNA is proud to offer a wide variety of financing options to Sourcewell, through Daimler Truck Financial Services (DTFS) an industry-leading provider of truck financing since 1974. As the captive finance provider for DTNA, DTFS offers a 50-year history of financing commercial vehicles and offers a complete line of finance, lease, and insurance products. DTFS offers many options when financing or leasing a commercial vehicle including retail loans, Muni Leases, TRAC Leases, Mod & Zero TRAC Leases, and FMV Leases. In addition to DTFS' wide range of finance and lease products, DTFS also offers many flexible payment options including Extended Terms, Deferred Payments, Ballon Payments, and up to 90 Days First Payment. DTFS has a well-earned reputation as an industry leader, with creative products and terms that are customized for the commercial vehicle industry.
		
		Should a Member wish to receive a financing quote, they should notify their dealership salesperson during the discussion of the sale terms. This will prompt the dealership to include their finance manager in the negotiations. Once a thorough understanding of the Members' requirements is established, the dealer will contact DTFS to obtain a quotation, which will be included in the sales proposal.
		
		Additionally, many DTNA dealers have dealer-owned finance and leasing entities as part of their overall products & services portfolio. As such, they may be able to offer financing and leasing products to meet the specific needs of Members, through their own lending sources, which may also include Financing / Leasing relationships with their local lending institutions and financial partners.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA – Upload Additional Documents"
		• Attachments:
		  • "DTFS - Lease Finance Overview"
		  • "DTFS - Municipal Program Brochure"
			*

55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As all purchase negotiations and transaction details will take place between an authorized DTNA dealer and the Sourcewell Member, each independently owned dealer / dealer group will have its own transaction documents. This said, DTNA has specific Terms of Sale which are to be followed through the dealer ordering process and copies of the Freightliner and Western Star Terms are attached.
		
		DTNA developed and is utilizing a proprietary web-based Dealer Reservation System (DRS) for managing chassis volume to dealers and tracking orders against said volume. The DRS is beneficial to Sourcewell customers, as dealers know the volume available to them at time of order as well as the timeframe they can expect the unit built. This allows Members to better coordinate installation of additional equipment on the chassis, as well as work within their annual budgets. The DRS is a function of our Retail Prospect Management (RPM) tool, which is also a web based proprietary solution. As this System is completely web-based in nature, DTNA does NOT utilize a specific "order form".
		
		In addition, to ensure sales are represented accurately from the dealer, any order placed against an approved concession is audited to validate the unit was both retail sold, and warranty registered to the correct customer.
		
		No orders will be accepted by DTNA on a direct sale basis. Please see the attached sample Price Concession Confirmation letter for details provided for standard approved transactions.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA - Standard Transaction Document Samples"
		• Attachments:
		  • Freightliner Terms of Sale
		  • Western Star Terms of Sale
		  • Order Intake Process – Example
		  • Order Tracking / Audit Document – Example
		  • Sample Form – Sourcewell Concession
			*

56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards are not typically used in this type of commercial transaction. Payment terms will be negotiated between the selling DTNA dealership and the Sourcewell member as part of the negotiation of each individual purchase agreement. Should both parties to that transaction agree to the use of a P-Card that payment process may be accommodated.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	DTNA (Freightliner and Western Star Trucks) pricing is generated by our proprietary spec'ing and pricing software, SpecPro. Based on individual Member needs, a custom specification is created and subsequent MSRP (List Price) generated. Member pricing is then calculated as a function of MSRP (List Price), specific standard and optional content of each vehicle, then discounted accordingly, per the Sourcewell Discount matrix attached. Any / all surcharges, extended warranty(s) and freight charge, as noted in the pricing attachment, will be added after the Member discount(s) and are non-discountable. DTNA will offer discounts from our MSRP (List price) baseline via a sales program marketed to all dealerships in the US & Canada. This discount will be differentiated at the model level to best address the market segments being quoted. Percentage based price concessions will be used to consistently apply the level of discount to the vehicle being quoted. Discounts & applicable currency conversions (i.e. USD to CDN for Canadian Chassis) will be applied at time of chassis invoice via the use of a sales program code included on each individual order by the selling dealer. Specific discounting factors can be found in the matrix attached in the Pricing Document Upload Folder. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing - CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Base level discount structure will be a percentage reduction off MSRP (List Price), plus an additional 22.00% to 41.5%. A discount matrix, broken out by base model selected, has been provided as an attached document in this submission. MSRP (List) Price includes the Base Model, factory installed option content and customer specific modifications. Surcharges, extended warranty(s) and freight charge are non-discountable, as noted in Question 57 and the supplemental pricing attachment. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing – CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
59	Describe any quantity or volume discounts or rebate programs that you offer.	DTNA recognizes the benefit of the Sourcewell program to its Members and the opportunity it presents DTNA in providing our products and services to meet Member needs. As such, Sourcewell pricing is set up to provide a benefit to its Members whether they are purchasing a significant quantity of vehicles or a smaller quantity of one or two vehicles. Upon assessing the dynamics of this market, DTNA may choose to periodically incentivize certain models or order periods to offer buying opportunities that benefit Sourcewell members for a defined period. Our proposed pricing model easily facilitates this concept through the application of program codes that can be marketed to the DTNA dealer base and Sourcewell membership pool. Practical application of the specified discount (either flat $ or % based) is accomplished by the selling dealer applying a discount code at time of order. Offerings of this type shall be at the sole discretion of the OEM, but will be promoted jointly by both DTNA & Sourcewell to ensure the broadest possible distribution of the incentive.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Recognizing that individual Sourcewell members will have their own unique requests and requirements, those items are best negotiated between the DTNA dealers and Sourcewell member. The DTNA dealers will provide quotation for nonstandard options requests. Nonstandard options, goods and services to include, – but not limited to – truck bodies, trailers, truck equipment, tools, support devices, parts & maintenance kits, training & manuals, software, incremental transport beyond OEM delivery, and warranties will be priced by the DTNA dealers. Pricing structure will be at dealers' cost plus no more than an anticipated 5% mark up.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Common charges may include, but are not limited to, pre-delivery inspection, incremental freight charges associated with required upfitting, equipment inspection, training or manuals. As Identified in response to question 60 above, any such costs will be identified in the sales quotation provided by the selling DTNA dealer. Additionally, applicable Federal, State, Local taxes, fees, title, tag permits, or other miscellaneous requirements are NOT included in prices quoted. These line items will be calculated by the selling dealer for the specific items being sold at time of invoice. It is the responsibility of the Member to provide the selling dealer a valid tax-exemption certification when appropriate.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location within Canada or the contiguous United States. Additional shipping charges at dealer cost plus no more than an anticipated 5% will be applied to delivery destinations in Alaska, Hawaii, Guam, Puerto Rico and other US Territories. Dependent upon the specifications of the custom vehicle purchased by a Sourcewell Member, incremental transportation services may be required as part of the upfitting process such that a completed vehicle can be delivered. Should the upfit of additional equipment on the truck chassis be part of the agreement between the dealer and Sourcewell Member, the dealer will define any incremental transportation required and its cost to buyer as part of quotation.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location. That location could be a designated port of embarkation on the US or Canadian mainland. Additional ocean, rail, flatbed, or other transport services that may be required by Sourcewell Members would be priced at the DTNA dealers cost plus no more than an anticipated 5%.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	• Delivery locations can be changed at any time up until unit has been built into a load at origin build plant allowing for optimal flexibility in customer delivery planning. • Current delivery timelines from plant release to specified delivery location range from 3 – 10 days depending on build location and mileage to specified delivery point. Drivers are allowed to drive a maximum of 500 miles per day. • DTNA has the ability to direct contracted transporters to expedite/prioritize units for delivery based on customer needs. • Loads are moved in an optimal three or four way combination in order to maximize customer deliveries or focus on a critical subset of units. • Storage yards have been established in the event that units are built but need to be held in order to spread out delivery timelines as needed based on customer/location requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing is exclusive to Sourcewell members, as outlined in in question # 58. DTNA reserves the right to offer periodic incentives beyond the published discount structure.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon receiving a PO from a Sourcewell Member, the selling DTNA dealer will place orders for the truck chassis, as well as any associated equipment required. It is the responsibility of the Sourcewell Member to alert the selling dealer that they are utilizing their Sourcewell Membership number. Failure to do so may result in incorrect pricing structure to the Member and payment of the administrative fee to Sourcewell cannot then be guaranteed. As part of the ordering process the dealer will identify the municipal entity & their Sourcewell membership in the customer name field for the order (IE: City of Sunnydale / Sourcewell) which is required for the order to be accepted by DTNA. Additionally, the appropriate program code for Sourcewell discounts must be included so that the authorized discount structure can be applied to the invoice. These program codes are a searchable field and remain associated with the serial number generated at time of order. Based upon these two data points, DTNA will generate a list of trucks reported sold to Sourcewell Members. This data set will be verified by DTNA via internal audit; and the appropriate remittance sent to Sourcewell on a quarterly basis. Please refer to the following documents for additional information: • Folder: “DTNA - Standard Transaction Document Samples” • Attachments: 1. Freightliner Terms of Sale 2. Western Star Terms of Sale 3. DTNA Sample Form - Sourcewell Concession 4. DTNA - Order Intake Process 5. DTNA - Order Tracking - Audit Document	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As part of our bid, DTNA has already identified a Program Manager for the Sourcewell account. This individual will be responsible for periodic reports to DTNA upper management detailing sales metrics to include measurement against baseline municipal sales in the US and Canada. Additionally, research will be conducted to ascertain the levels of participation by DTNA dealers and develop sales programs and training as DTNA views to be appropriate to the success of the program.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	DTNA will disburse $800 per truck invoiced to Sourcewell Members with the designated sales program code. All credits will be dependent upon this sales code being attached to the order placed with DTNA. Credit disputes will be limited to vehicles reported sold in the previous quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	DTNA is offering Sourcewell Members, vehicles from Freightliner and Western Star product lines that cover Class 6, 7, & 8 ICE AND BEV, through our extensive dealer network. The models include: FREIGHTLINER: M2-106 Plus - Conventional Cab - CAB CONFIGURATIONS - Day Cab 106” BBC - Extended Cab 132” BBC - Crew Cab 154” BBC - GVW 18,000 – 66,000 lbs - ENGINE RANGE - Diesel Engine Offerings: Detroit: DD5 & DD8, Cummins: B6.7 & L9 - 200-360 HP - 520-1150 lb/ft - TRANSMISSION RANGE – Automatic or Manual - Allison 1000 / 2000 / 3000 series - Eaton Manual - TOP APPLICATIONS - Dump, Plow, P&D, Utility, Sweeper, Refuse, Tank BEV - eM2-106 ELECTRIC - Conventional Cab - Day Cab 106” BBC - GVW 26,000 – 33,000 lbs - ENGINE – BATTERY ELECTRIC - 225 hp (165 kW) – 250 or 300 hp (224 kW) - TOP APPLICATIONS - P&D, Utility, Sweeper, Refuse

M2-112 Plus
- Conventional Cab
- CAB CONFIGURATIONS
- Day Cab 112” BBC
- Extended Cab 132” BBC
- Crew Cab 160" BBC
- GVW 30,000 – 80,000 lbs (as a truck)
- ENGINE RANGE
- 260-525HP
- 730-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12
- Eaton Manual
- Allison 3000 / 4000 series
- TOP APPLICATIONS
- End Dump, Plow, Roll-Off/Refuse, Natural Gas Applications

108SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 112” BBC
- Extended Cab 132” BBC
- Crew Cab 160” BBC
- GVW 26,000 – 69,000lbs (as a truck)
- ENGINE RANGE 200-380 HP
- 520-1250 lb/ft
- Transmission Range – Automatic or Manual
- Allison 3000 / 4000 series
- Eaton Manual
- TOP APPLICATIONS
- Rail, Car Hauler, Muni Dump/Plow, Tank, Volumetric Mixer

114SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 114” BBC
- Extended Cab 140” BBC
- Crew Cab 162” BBC
- GVW 26,000 – 92,000 lbs
- ENGINE RANGE 260-525 HP
- 720-1850 lb/ft
- TRANSMISSION RANGE - Automatic, AMT or Manual
- Detroit DT12
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Mixer, Dump, Plow, Refuse, Crane, Tank

EconicSD
- LCOE (Low Cab-Over Engine)
- CAB CONFIGURATIONS
- Hi and Lo Roof (Based on Front or Rear refuse application) 81” BBC
- GVW 64,000 – 66,000 lbs
- ENGINE RANGE 350 HP
- 1050 lb/ft
- TRANSMISSION RANGE Automatic
- Allison 3000 series
- APPLICATION
- Refuse

Cascadia
- CAB CONFIGURATIONS
- Day Cab 116” and 126” BBC
- Sleeper – 48”, 60” and, 72” Options
- GCVW – up to 140,000+
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15
- 350-605 HP
- 1450-2050 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V & DT12-VX AMT
- Allison 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Line-Haul, LTL, P&D, Bulk – Dry, Liquid

BEV - eCascadia ELECTRIC
- Conventional Cab
- Day Cab 116” BBC
- GCVW 65,000 – 82,000 lbs (tractor)
- ENGINE – BATTERY ELECTRIC
- 320 hp (296 kW) – 425 hp (350 kW)
- TOP APPLICATIONS
- Tractor Applications

Western Star:
47X
- CAB CONFIGURATIONS
- Day Cab 111” BBC
- Sleeper – 36” (Trench-style Low Roof or Mid Roof) & 48” Mid Roof
- GVW – 33,000 – 94,500 lbs (GCVW to 140,000+ as a tractor)
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD13, Cummins: L9 & X12
- 260-525 HP
- 860-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V AMT
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Construction – Mixer, Dump Crane, Water Tanker
- Government – Snow Plow, Dump, Vacuum Truck
- Tractor – Flat Bed, Agriculture, Belly Dump
- Oil & Gas – Crane, Tanker, Vacuum Truck, Stake, Chemical Spreader
- Bulk – Dry, Liquid

		49X - CAB CONFIGURATIONS - Day Cab 121" BBC - Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof, 60" Mid Roof, 72" - GVW – 33,000 – 94,500 lbs (GCVW to 200,000+ as a tractor) - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Construction –Dump Crane, Water Tanker - Logging – Pole Truck, Self-Loader, Chip Trailer, Off Highway - Heavy Haul – Equipment Hauler, Oversize, Specialty - Oil & Gas – Crane, Vacuum Truck - Bulk – Dry, Liquid 57X - CAB CONFIGURATIONS - Day Cab 116" and 126" BBC - Sleeper – 48", 60" and, 72" Options - GCVW – up to 140,000+ - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Line-Haul, Bulk – Dry / Liquid
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	DTNA is the leading provider of municipal truck chassis in North America. As such, we have extensive relationships with many of the body builders (TEM's) currently on contract with Sourcewell; and are confident that our dealer group has the required experience to spec the right truck for each Members' needs. A more complete listing of the segments / categories which DTNA products can service, is listed with our individual models, in Question 70, above. The following industry subcategories reflect the general range of solutions we can provide: • cranes • bucket trucks / utility • vacuum trucks • street sweepers • dump trucks • snowplows • refuse • box trucks • tractors • PARTS – replacement / service parts • FINANCIAL SERVICES – Financing and Leasing In the unlikely event that a particular requirement is not immediately identified, our Custom Application Engineering (CAE) team is available to help find solutions for Members. As a sub-category, to support the sale of Class 6-8 chassis - DTNA is also committed to supplying replacement / service PARTS, through our extensive distribution network, to serve each individual model and maximize uptime. Daimler Truck Financial Services is also available to serve Members' lease / finance needs, through our extensive distribution network. Many of the authorized DTNA dealers also offer lease / finance solutions, through dealer owned captive finance subsidiaries.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	DTNA produces Western Star and Freightliner trucks in our five North America truck manufacturing plants. We are proud to foster a culture dedicated to continuous improvement in all our manufacturing processes. Long before our trucks are assembled on the production line, our engineering team designs and builds digital mock-ups of every truck model with individual vehicle identification numbers used throughout manufacturing process. State-of-the-art automation, like robots that paint and weld, helps us meet exacting standards on every production line. Sophisticated test equipment ensures that each vehicle's electrical system and chassis alignment is consistent with specifications. Every powertrain is verified and passes a dyno test prior to factory completion. The Detroit Assurance® Suite of Safety Systems is our industry-leading safety equipment that including active brake assist, side guard assist, adaptive cruise control, lane departure warning and more to keep operators, workers at the job site, pedestrians, and fellow motorists safe. Additional Driver Safety Enhancements include: • Improved insulation that muffles exterior noise and provides greater thermal efficiency. • Driver-centric dash with an easy-to-read driver information center. • Comfortable steering wheel with integrated controls. • An easy-to-use transmission control stalk that allows automated manual and automatic shifting and engine braking functions from the column for safer operation. • Ergonomic seats with precise adjustability for improved driver comfort and reduced fatigue. • Backup Alert System with 7" interactive touch screen display, factory installed backup camera and reverse proximity sensor. • The CHEC Tool customized parameters assist in safe operation with interlocks alerting the drivers to the status of operation. Our truck cabs are constructed with corrosion-resistant aluminum that is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. The vocational chassis includes a robust backbone with a complete offering of single- and double-channel frame rails with set-forward or set-back front axles to maximize payloads, and frames can be custom punched and predrilled to TEM specs for improved up-fit. This includes a best-in-class single channel rail strength with RBM rating of 3.7 million inch-lbs. for greater strength, durability, and weight savings and a new, stronger 9.5mm rail that delivers the same RBM rating as an 11mm while saving nearly 100 pounds. Frame rails fasteners include Huck bolts and phosphate-coated Class 10.9 fine-thread fasteners offer a high clamp load and don't require maintenance.

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Express WriteUp With the help of a mobile app, Express WriteUp provides a better way to create repair orders and estimates because they are performed at the vehicle to speed decision making. Express WriteUp also provides a better customer experience to help improve efficiency and convenience. Service Tracker Service Tracker is a web-based application for any customer and is used for streamlining communications with our service network and real-time tracking of their vehicles as they progress through the service experience – from estimate ready to vehicle ready. Service Tracker reduces wait time for approving estimates and provides customized repair status notifications. Uptime Pro Uptime Pro is a state-of-the-art management software that helps service at a dealer location run at peak efficiency with transparency and coordination that keeps everyone in the loop and provides visibility into progress, status and needs. Uptime Performance Uptime Performance enables dealers to understand the customer's view of their efficiency. Each of our Elite Support certified dealerships employs Continuous Improvement Coordinators (CIC) whose main job is to measure their performance and keep improving the customer experience. Virtual Technician Detroit Connect Virtual Technician® notifies fleets and owner-operators within minutes if their vehicles experience an engine or aftertreatment fault event. With information on the severity of the fault and recommendations for when, where, and how to best fix the issue, you can reduce time spent on unnecessary maintenance and make better service decisions for your fleet. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: "DTNA – Serviceability & Remote Diagnostics" 1. Freightliner - Uptime Management Suite 2. Western Star - Uptime Management Suite 3. Detroit Connect - On-Highway 4. Detroit Connect - Vocational

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
75	Class 5 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 6 ICE & BEV markets. Offerings include Freightliner M2-106 & Freightliner eM2	*
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 7 ICE & BEV markets. Offerings include Freightliner M2-106, Freightliner M2-112 & Freightliner eM2	*
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 8 ICE & BEV markets. Offerings include Freightliner M2-112, Freightliner 108SD, Freightliner 114SD, Freightliner Econic SD, Freightliner Cascadia, Freightliner eCascadia, Western Star 47X, Western Star 49X & Western Star 57X	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that server these markets. As the OEM, DTNA will not be the provider of related equipment, accessory parts, upfitting, services, used chassis or class 3 chassis. However, many of our respective authorized dealers will provide these additional offerings at pricing to be determined by the facing dealer.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 4 BEV Market	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 5 BEV Market	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 6 BEV markets. Offerings include the Freightliner eM2	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 7 BEV markets. Offerings include the Freightliner eM2	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 8 BEV markets. Offerings include the Freightliner eCascadia	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	DTNA does NOT offer product that serves this market.	

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should N2T have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - DTNA - Pricing.7z - Wednesday March 27, 2024 17:22:02
- Financial Strength and Stability - DTNA - Financial Strength and Stability.7z - Friday March 22, 2024 21:11:59
- Marketing Plan/Samples - DTNA - Marketing Plan.7z - Friday March 22, 2024 21:12:37
- WMBE/MBE/SBE or Related Certificates - DTNA - WMBE-MBE-SBE or Related Certificates.7z - Friday March 22, 2024 21:13:03
- Warranty Information - DTNA - Warranty Information.7z - Friday March 22, 2024 21:13:14
- Standard Transaction Document Samples - DTNA - Standard Transaction Document Samples.7z - Friday March 22, 2024 21:13:26
- Requested Exceptions - DTNA - Requested Exceptions.7z - Thursday March 28, 2024 09:41:37
- Upload Additional Document - DTNA - Upload Additional Document.7z - Friday March 22, 2024 21:33:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Eugene Berg, Director - Vocational Sales, Daimler Truck North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

Prepared for:
Ryan Rucker
GADOAS FULTON COUNTY WATER SERVICES
141 Pryor Street SW
Atlanta, GA 30303
Phone: 229-520-9164

Prepared by:
Joshua Little
PEACH STATE TRUCK CENTERS
6535 CRESCENT DRIVE
NORCROSS, GA 30071
Phone: 7704495300

SOURCEWELL # 032824-DAI

QUOTATION

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE

23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE

10,000# TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

3950MM (156 INCH) WHEELBASE

NO FIFTH WHEEL

9.5MM X 83.5MM X 284.0MM STEEL FRAME (.37 X 3.29 X 11.18 INCH) 140 KSI

1775MM (70 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	104,710	$	104,710
EXTENDED WARRANTY		$	405	$	405
11' OX MAVERICK DUMP		$	26,612	$	26,612
CUSTOMER PRICE BEFORE TAX		**$**	***131,727***	**$**	***131,727***
TAXES AND FEES					
TAXES AND FEES		$	0	$	0
DOC FEE		$	200	$	200
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**131,927**	**$**	**131,927**

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

DAIMLER TRUCK

July 25, 2025

Fulton County Public Works
141 Pryor St. SW Ste. 6001
Atlanta, GA 30303

Subject: Authorized Freightliner and Western Star Dealer

To Whom it May Concern:

Peach State Truck Centers with its primary offices at 6535 Crescent Drive, Norcross, GA 30071 ("Dealer"), is an authorized independent dealer of Daimler products including Freightliner and Western Star branded trucks.

Peach State Truck Centers is an authorized dealer for Sourcewell Contracts #032824-DAI.

If you have any questions concerning Daimler Trucks or Freightliner and Western Star dealers, or require additional information, please contact me directly.

Sincerely,

Brian Caudell
Vocational District Sales Manager
Brian.Caudell@Daimlertruck.com

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency: Public Works

Department/Agency Contact Information: Shandha Read

Cooperative Contract Number and Title: 5-Yard Dump Truck-Sourcewell Contract # 032824-DAI

Estimated Spending Request: 131,927.00

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

_____ **Public Cooperative Entity** (EX: Omnia Partners, NASPO) **List Cooperative Entity:**	_____ **State of Georgia Statewide Contracts** (Department of Administrative Services)
_____ **Federal Government** (GSA Contract)	_____ **Other Governmental Entity** (Ex: City of Atlanta, Dekalb County) **List Government Entity:**

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.

The Public Works Department, Water Division, is requesting approval to utilize the Sourcewell Cooperative Contract #032824-DAI for the purchase of a Freightliner M2 106 Plus Conventional Chassis – 5 Yard Dump Truck**.**
This purchase is justified under cooperative purchasing because Sourcewell contracts are competitively solicited in compliance with state and local procurement regulations and offer access to pre-negotiated pricing from reputable manufacturers.
Using this contract will expedite the procurement process, ensure compliance with Fulton County's purchasing policies, and enable the Department to replace aging dump truck equipment critical for hauling soil, asphalt, and debris during water main repairs and replacement projects**.** The Freightliner M2 106 Plus model aligns with the operational and safety requirements for the County's water distribution system maintenance activities.

2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:

A cost comparison was conducted between Sourcewell contract pricing and other available market options. The Sourcewell contract offered competitive pricing and favorable delivery terms without the added administrative time and cost of conducting a separate solicitation.
Key advantages include:

- Volume Purchasing Power**:** Sourcewell aggregates purchases from government entities nationwide, leveraging bulk pricing discounts that individual counties cannot achieve alone.
- Reduced Lead Time: The contract allows immediate ordering through a pre-approved vendor, which avoids extended bid and evaluation cycles.
- Service Delivery Advantage: Freightliner's authorized dealer network ensures local service and parts availability in Georgia, minimizing downtime and ensuring continuity of field operations.
- Market Research Conducted**:** Comparable 5-yard dump truck quotes from open-market vendors indicated pricing between $138,000 and $145,000 for similar configurations. The Sourcewell price of $131,927 represents a cost savings of approximately 5–9% while maintaining equivalent specifications and warranty coverage.

3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.

The SourceWell Contract #032824-DAI with Daimler Truck North America LLC was competitively solicited, publicly advertised, and awarded through Sourcewell's cooperative purchasing process in compliance with applicable procurement laws.
This contract remains active and valid through April 2028, and documentation confirming its competitive award process is publicly available on the Sourcewell website. The contract meets the County's requirements for transparency and fair competition.

4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	

Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.	X	
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.		
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.		
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contact. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.		

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

_____ meets the requirements _____ does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent _____ Date _____
Chief Purchasing Agent _____ Date_____

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0219 **Meeting Date:** 4/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell Contract # 032824-DAI, Class 4-8 Chassis and Cabs with Related Equipment, Accessories and Services, for the purchase of 114SD Plus Conventional Chassis-10 Yard Dump Truck in the amount not to exceed $174,750.00 with Peach State Trucking Center (Norcross, GA), authorized dealer for Daimler Trucks North America to assist with water main repairs. This is a one-time procurement.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or state contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Health and Human Services

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request is for the purchase of one (1) 114SD Plus Conventional Chassis-10 Yard Dump Truck (Norcross, GA), to transport materials, including dump gravel and debris.

Scope of Work: The Department of Public Works will utilize this 114SD Plus Conventional Chassis-10 Yard Dump Truck to assist in water main repairs, throughout the North Fulton service area. The vehicle will transport construction materials, tools, and equipment required for water main repairs and

emergency response activities. The Dump Truck will be used to haul gravel, sand, and other backfill materials. This vehicle will enhance operational efficiency, improve response times to water main breaks, and support ongoing maintenance activities. The purchase of this truck was included in the base 2026 Operations & Maintenance Budget for the Water Distribution Division in Fund 202.

Community Impact: Without this truck, the Department of Public Works will face longer response times for water main repairs, potentially disrupting water service to residents and businesses, which will impact the safety and daily operations throughout the North Fulton Service area.

Department Recommendation: The Department of Public Works request the purchase of a 114SD Plus Conventional Chassis-10 Yard Dump Truck.

Project Implications: Without an operational Dump Truck, the tasks of transporting materials and landscaping, and removing debris and waste, will be impacted, causing longer times before materials can be hauled and delaying water main repairs.

Community Issues/Concerns: No Issues/Concerns have been raised to the Department from the Community.

Department Issues/Concerns: No Department Issues/Concerns have been raised by the Department of Public Works.

Contract Modification: New Procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: Sourcewell Contract # 032824-DAI
Exhibit 2: Peach State Trucking Center Quote
Exhibit 3: Purchasing Justification Form

Contact Information *(Type Name, Title, Agency and Phone)*

Adriana Bustillos, Deputy Director, Public Works, 404-612-7407

Contract Attached

Yes

Previous Contracts

No

Agenda Item No.: 26-0219 **Meeting Date:** 4/15/2026

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$174,750.00
TOTAL:	$174,750.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5453-1410-Water & Sewer Extension, Public Works, Equipment- $174,750.00

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O time procurement

Overall Contractor Performance Rating:

Would you select/recommend this vendor again? N/A
Choose an item.

Report Period Start:	**Report Period End:**
N/A	N/A

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.)DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized dealers will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship, except for components or body installations covered under separate warranties. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as described in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected if it fails to meet the specifications agreed between Participating Entity and Supplier. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Participating Entities may request that DTNA's authorized dealers perform work at government-owned facilities, including schools. The provision of such work shall be negotiated with the participating DTNA authorized dealer and the Participating Entity.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the participating DTNA's authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to the participating DTNA's authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, DTNA's authorized dealer's performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and participating DTNA authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the participating DTNA authorized dealer, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the participating DTNA authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to participating DTNA authorized dealer in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- ;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

DTNA will submit payment to Sourcewell for the administrative fee per unit of Equipment and/or Product as stated in the Proposal. purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

DTNA agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the DTNA is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the DTNA in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

DTNA agrees to defend, indemnify and hold harmless Sourcewell and the Participating Entities from and against any and all claims which are incurred by or asserted against any Sourcewell and/ or Participating Entities by any third party (including Sourcewell or participating Entities personnel), to the extent such claims arise out of or relate to: (a) the negligent acts, negligent omissions, willful misconduct, or strict liability (whether insured against or not) of, or violation of applicable Law by, any DTNA Indemnitees (as defined below); (b) defects in materials, manufacture, workmanship, or design of any Equipment or Product under this Contract, whether latent or patent (including for failure to properly label, failure to properly warn of dangers associated with use, failure to give proper instructions, failure to inspect adequately, and failure to test adequately); (c) a claim alleging that the manufacture, use, or sale of the Equipment infringes the Proprietary Rights of any third person; or (d) performance of Services for which DTNA contracts in a manner inconsistent with the obligations under this Agreement(e) DTNA's breach of any of its warranties, representations, and obligations in this Contract provided, that DTNA's obligation in this Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence or willful misconduct. As used in this Section 11, "DTNA Indemnitee" means, collectively, DTNA , its affiliates, and its and their respective officers, directors, and personnel, and all of their respective permitted successors and permitted assigns.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an claims basis and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

$1,000,000 Personal and Advertising Injury
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

DTNA certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract DTNA declares bankruptcy, DTNA must immediately notify Sourcewell in writing.

DTNA certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. DTNA further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. DTNA certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. DTNA must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). DTNA must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, DTNA certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or DTNA may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 8/28/2024 | 5:36 PM CDT

Daimler Trucks North America

Signed by:
Eugene Berg
D426A8843A41488...

By: _____

Eugene Berg

Title: Director-Vocational Sales

Date: 8/19/2024 | 3:31 PM CDT

Daimler Trucks North America

Signed by:
Peter Arrigoni
8C101B7B93C54FD...

By: _____

Peter Arrigoni

Title: Vice President-Vocational Sales

Date: 8/27/2024 | 7:06 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Daimler Trucks North America
Does your company conduct business under any other name? If yes, please state:	Freightliner LLC, Western Star Truck Sales Inc.
Address:	4555 N. Channel Avenue Portland , Oregon 97217
Contact:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Phone:	503-939-3033
HST#:	93-0790608

Submission Details

Created On:	Wednesday February 14, 2024 18:28:59
Submitted On:	Thursday March 28, 2024 09:56:59
Submitted By:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Transaction #:	351f998f-52bc-41d6-9e5b-c374ebf0eb65
Submitter's IP Address:	163.116.129.117

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Daimler Truck North America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Freightliner LLC & Western Star Truck Sales Inc. & Daimler Truck Financial Services	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UID: X4T2HM6GUXB1	*
5	Proposer Physical Address:	Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217	*
6	Proposer website address (or addresses):	Daimler Truck North America | Daimler - https://northamerica.daimlertruck.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eugene Berg Director – Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Mitchem Vocational District Sales Manager Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 706-5211 Jamie.Mitchem@DaimlerTruck.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Daimler Truck North America (DTNA), including Freightliner and Western Star truck brands, is the leading manufacturer of Class 6-8 commercial vehicles in North America, holding approximately 40% share of the market. The company is dedicated to serving "all who keep the world moving" and this simple statement of purpose reflects what we believe to be our integral place in the global supply chain. Whether moving foodstuffs from farms to grocery store shelves, goods from manufacturers to markets, or children to school, every single one of our products – while driven by a single individual – is ultimately making a difference in the lives of thousands, and our commitment to those customers operating those vehicles is steadfast and unwavering. As a subsidiary of the global Daimler Truck, we trace our company's history back to Germany of the late 19th century and the earliest days of the engine, as well as the very invention of the truck. From our earliest days, partnerships were core to our business strategy, with two German inventors and businessmen – Gottlieb Daimler and Karl Benz – founding the original Daimler-Benz. The company would continue to evolve and grow over the course of a century to become Daimler AG, at one time the world's largest industrial manufacturing conglomerate, and producer of both heavy trucks and the luxurious line of Mercedes-Benz cars. In late 2021, Daimler AG spun off these businesses into two separate entities. Today, Mercedes-Benz cars remain the benchmark of modern automotive luxury, while Daimler Truck provides solutions that support the global supply chain. Governed by a diverse Board of Management, Daimler Truck's perspective for the future is heavily influenced by our purpose statement, "For All Who Keep the World Moving." And the company intends to maintain its leading position in conventionally powered trucks and buses while simultaneously transforming its product line for a future of CO_2-neutral transportation. In nearly every country of the world today, you will find trucks and buses from one of our company's brands. In North America, those vehicle brands include Freightliner and Western Star trucks and Thomas Built Buses. The company's portfolio on the continent is further strengthened by Detroit®, a vertically integrated manufacturer of Daimler Truck's proprietary engines, transmissions, axles, and other components and technologies for both conventional and zero-emission vehicles. Our company's proud 130-year history is not only a testament to our resilience, but also emblematic of how partnerships with our customers and our vision for the future help drive toward a common good: good for us, good for our customers, good for society. Even as we've evolved our trucks and buses – and as we continue to evolve their underlying propulsion technologies – we continue to partner with our customers to enable them to keep our world moving. We look forward to having the chance to continue delivering on that purpose for many more centuries to come. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks contained in attachment: 1. Purpose & Vision: a) Daimler Truck North America | Daimler b) DTNA Purpose Video c) DTNA Vision Video	*

11	What are your company's expectations in the event of an award?	Simply stated, it is our intent to strategically help grow both the Sourcewell footprint of Members, as well as Daimler Truck's share of the Muni / Government / Not-for-Profit market. Daimler Truck North America and our desirable truck brands, Freightliner and Western Star have substantial experience and a leading position in the sale and service of municipal vehicles. DTNA plans to realize share growth with our inclusion in the Sourcewell Awarded Contract catalog. With an extensive network of dealers covering ALL of Canada and United States, we will utilize this network, through on-site advertising, tradeshows, conventions, dealer open-houses and our numerous corporately held training events, to both educate on and promote the Sourcewell program. If a Sourcewell contract is awarded, we will utilize our internal resources; webinars / social media / dealer training events etc. as well as our large independently owned dealer group and their resources, to promote our Sourcewell contract. If awarded, we look forward to working with the Sourcewell team to establish a joint marketing plan which will maximize the effectiveness of our extensive dealer footprint, throughout the US and Canada, through the resulting launch of our product catalog to the Sourcewell membership. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Marketing Plan Sample – Sourcewell GTM Strategy"
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In late 2021, Daimler Truck Holding AG was established in a spin-off from Daimler AG, the former parent company and owner of both Mercedes-Benz cars and the Daimler Truck family of brands, including Freightliner and Western Star trucks. Daimler Truck Holding AG has been listed on the Frankfurt Stock Exchange (Börse Frankfurt) since that time, where we are included as one of the 40 blue chip DAX index companies. We are abundantly happy to provide our annual filings for 2021, 2022 and 2023, all of which are inclusive of income statements, cash flow statements, and other salient financial data regarding the health and viability of our business. Please note: the latter of these will be available on March 1, 2024, in conjunction with our disclosure schedule. Additionally, the most recent presentation furnished to analysts, investors, and the media at our July 11, 2023 Capital Market Day program can be found here. Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com)
13	What is your US market share for the solutions that you are proposing?	In 2023, DTNA captured 39.6% of the total US Class 8 Market, along with 35.4% share of the total US Class 6-7 Market. As of February, 2024 – DTNA has grown that share to 49.7% of the total US Class 8 Market and 40.6% share of the total US Class 6-7 Market. Our share of the addressable Truck / Tractor Market (excluding School Busses) is as follows: - Class 6/7: 30.7% - Total (30.7% - Freightliner) - Class 8: 36.8% - Total (33.7% Freightliner / 3.1% Western Star) Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers. Please refer to the following documents for additional information: • Folder: "DTNA - Upload Additional Document" • Attachments: "DTNA - North America Market Share"
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 37.5% - Total (37.5% - Freightliner) Class 8: 39.1% - Total (29.5% Freightliner / 9.7% Western Star) These values include tractors and trucks. Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Daimler Truck North America has never petitioned for bankruptcy protection. Our organization maintains consistent financial strength and stability and is backed globally by a diverse group of investors on the Frankfurt Stock Exchange (Börse Frankfurt). Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com)
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	DTNA is an Original Equipment Manufacturer (OEM) with over 70 years of experience in the commercial vehicle space. Our organization is backed by an independent dealer network across US, Canada & US Territories. With an extensive presence in 587 sales, service and distributor locations spanning across ALL states, territories and provinces, Daimler Truck North America is the leading commercial vehicle manufacturer in North America. Our portfolio of distinctive brands serves a multitude of industries and commercial vehicle applications. Through affiliated companies like Detroit Diesel Corporation, the company also is a leading provider of heavy- and medium-duty diesel engines and components. As Daimler Truck North America enters its eighth decade, it remains committed to the values on which it was founded: innovation, quality, and an unwavering dedication to meeting customers' needs. b) Daimler Truck North America is the leading original equipment manufacturer (OEM) of Class 6-8 commercial vehicles in North America. The sales of our products are performed through a robust network of 448 franchised and independently owned SALES locations, strategically located across the North American continent. The entirety of this dealership network and its employed technicians, are trained and certified by DTNA's trainers to perform routine maintenance and major repairs. In addition, through an exclusive and strategic partnership to provide select services for Freightliner vehicles at approved Love's Truck Care and Speedco locations, Freightliner drivers have access to an even larger network of service points for light mechanical warranty repair work, roadside warranty emergency services, and approved field service and recall campaigns.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Daimler Truck North America (DTNA) is dedicated to improving the quality of life and preserving the environment within the communities and societies we engage with. Environmental conservation and the conscious use of energy resources stand as fundamentals of DTNA's mission. Our commitment to these principles is underscored by our attainment of external certification through rigorous audits conducted in accordance with the ISO 14001:2015 Environmental Management and ISO 50001:2018 Energy Management systems. This certification verifies DTNA's alignment with the stringent provisions outlined in these standards. Class 6-8 vehicles under the brand of Freightliner and Western Star Product lines conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canada Motor Vehicle Safety Act (CMVSS) Daimler Truck fuel tanks are certified to 49 CFR 393.67 for side mounted tanks and we take into consideration the recommended standards to 49 CFR 399.207. Daimler Truck vehicles takes into considered of Width and length limitations (23 CFR 658) regulated by the Federal Highway Administration The exterior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation and the EPA (40 CFR 205) The Interior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation (49 CFR 393.94) Canada Motor Vehicle Safety Act (CMVSS 1106) and OSHA (29 CFR 1910.95) Freightliner and Western Star Product are equipped with emission control equipment to comply with all applicable US environmental Protection Agency (EPA) regulations governing control of air population from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, there are offerings that comply to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. In addition to conforming to J1939-13 for On board diagnostics. Daimler Truck North America follows ISO 9001 for Quality Management Systems and takes into consideration and implementation of Functional Safety (ISO 26262) (when developing, designing, and evaluating our vehicles. Our organization also follows ISO 21434 for cybersecurity engineering on Road Vehicles. Please refer to the following documents for additional information: • Folder: “DTNA - WMBE-MBE-SBE or Related Certificates” • Attachments: 1) “Licenses - Certifications” 2) DTNA Certificate of Insurance	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Not applicable to our organization	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2023, Daimler Truck North America's head of eMobility, Rakesh Aneja, was appointed to the Electric Vehicle Working Group, an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. To date, Aneja remains the only OEM representative invited to the Group. In 2022, the U.S. Department of Energy recognized the Detroit® plant for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing, the third consecutive year the facility earned the distinction. In 2022, the Portland Business Journal named Daimler Truck North America "Innovator of the Year" for the company's pioneering work in electric medium- and heavy-duty vehicles, including the Freightliner eCascadia and Freightliner eM2. In 2022, Heavy Duty Trucking named the Detroit® Assurance Suite of Safety Systems a "Top 20 Products" of the year. In 2021, Equipment Today named the Western Star 49X a "Top 50 New Products" of the year. In 2021, Construction Equipment named the Western Star 47X a "Top 100 New Products" of the year. In 2019, Engadget named the Freightliner Cascadia with Detroit Assurance Suite of Safety Systems the "Best of CES" for transportation technology. In 2019, the South Coast Air Quality Management District bestowed the "Clean Air Technology" award on Daimler Truck North America for the company's development of battery electric medium- and heavy-duty trucks. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 2. Awards & Certifications Links: a) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov) b) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management | Department of Energy c) Makers & Manufacturers Awards Executive of the Year: Tamara Lundgren - Portland Business Journal (bizjournals.com) d) HDT 2022 Top 20 Products - Equipment - Trucking Info e) Daimler wants self-driving trucks on the roads in ten years (engadget.com) f) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler
20	What percentage of your sales are to the governmental sector in the past three years	Market Share for the Government segment in 2019 was an industry leading 31.4% in the US and 32.7% in Canada Share of DTNA Business: Class 6/7: 2.8% (2021); 3.7% (2022); 3.3% (2023) Class 8: 4.2% (2021); 4.5% (2022); 4.7% (2023) Market Share: - Class 6/7: 33.6% (US) - Class 8: 33.0% (US) - Class 6/7: 23.4% (CAN) - Class 8: 46.1% (CAN) DTNA has a strong presence in the Government Sector, and it is a very important part of our business where we continue to strive for growth. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: - "Government Sector Market Share.pdf"
21	What percentage of your sales are to the education sector in the past three years	As this submission does not include our Thomas Built Bus division (separate proposal submitted under the current School Bus solicitation), the education sector is not applicable to our proposal. That said, the Thomas Built Bus division was 7.1% of our overall business in 2021, 6.1% in 2022, 6.6% in 2023.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As the largest OEM in the municipal sector, DTNA has worked with several of these organizations over the years, but the contracts are held by our dealer network and not directly with us. Examples include: the Houston Galveston Area Council, Miami Dade Sheriffs Association, Texas Buy Board, and NC Sheriff's Association. Sales to these groups were all more than 50 trucks and generated millions of dollars in sales. Please reference additional information in response to Table 5, Question 25 for more detail.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	DTNA has a decade's long track record with the US Government (USG) via the GSA's Auto-Choice and Multiple Award Schedule programs. We have also had great success in working with individual branches of Government such as the State Department, USAF, TACOM, USACE, US Navy & Marine Corps via stand-alone contracts. DTNA is viewed as a leading vendor to the USG due to our exceptional customer service and strong support of their marketing efforts such as extensive involvement as a presenter and subject matter expert in the Fed Fleet exhibition. Annual sales on these contacts amount to hundreds of trucks and millions of dollars. As documentation of this success, we have attached market share volumes for the 2023-2024 GSA contract – GS-30F- NA013 in the attached "GSA Contract Results 2023-2024" in the additional documents upload section of our submission. While DTNA is not the prime contractor on any USG sales, we are closely involved with our dealers and the process to ensure the customer need is met. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "GSA Contract Results 2023-2024"

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Dept of Water & Power	Tade Mirzakhanyan	818-771-3614
PB Loader	John Styer	559-277-7370
Altec	Breanna Kinman	913-231-6570
Viking Cives	Kevin Newson	801-204-4130

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GSA	Government	Other	Class 6-8 Trucks	100-250/year	Estimated $15 - $37 million	*
CT Dept. of Admin Serv	Government	Connecticut - CT	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million	*
State of Minnesota	Government	Minnesota - MN	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million	*
Texas Controller of Public Acct.	Government	Texas - TX	Class 6-8 Trucks	100-150/year	Estimated $15 - $23 million	*
Missouri DOT	Government	Missouri - MO	Class 6-8 Trucks	50-150/year	Estimated $7 - $23 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	DTNA's corporate sales force includes several Senior Executives, 10 Regional Directors, as well as 40+ District Sales Managers. With an army of 1,000+ dealer sales professionals, we represent a formidable force, tasked with selling and supporting Freightliner and Western Star Trucks across all of the states and provinces in the U.S. and Canada. DTNA's After Sales Support (field parts and service) group has a similar number of corporate Executive, Regional and District staff. Combined corporate support includes 1,000's of dealer; parts, technician, warranty and Customer Experience (CX) experts. DTNA represents one of (if not) THE largest sales and support networks, in North America. The DTNA dealer sales force is also comprised of 448 Freightliner and Western Star SALES locations across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members.	*
27	Dealer network or other distribution methods.	Above and beyond the 448 SALES dealership locations referenced in Question 26, the dealer network also includes numerous Parts & Service locations The TOTAL DTNA dealer network is comprised of 587 Freightliner / Western Star Sales AND Parts & Service locations, across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. This extensive network draws from 10 strategically placed Parts Delivery Centers across the US and Canada. Additionally, our network has contracts with 171 Detroit Distributor locations, which can service Detroit engines, as well as 413 Loves Truck Care and Speedco locations that are capable of light repairs. While DTNA dealers are the primary point of contact for Sourcewell members, DTNA's aftermarket parts team is the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, we are uniquely positioned to support our customer base across North America. One of the primary goals of DTNA's Aftermarket PDC network is to be positioned to support our dealers in delivering within 12-hrs or less via a direct delivery service (DDS) route. Members can locate their local, facing Freightliner and Western Star sales & service dealers via the "Find a Dealer" function on our website. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory" • Folder: "DTNA - Marketing Plan" • Attachments: "DTNA – Marketing Plan Website Links" • Hyperlinks: 1. Daimler Truck North America | Daimler 2. Western Star – Sourcewell Sample Webpage 3. Freightliner – Sourcewell Sample Webpage	*

28	Service force.	DTNA has over 700 service locations and the reliability of our dedicated support staff, from our factory certified technicians to our 24/7 toll-free hotline operators. Our job is to make your job easier and more profitable, and with our vast network of service locations. The DTNA service network in the United States & Canada includes, but is not limited to: • 388 Freightliner & Western Star dual branded parts & service locations • 79 Freightliner standalone brand parts & service locations • 73 Western Star standalone brand parts & service locations • 134 Detroit distributor branches (Detroit & Allison transmission repairs) • Over 10,000 certified technicians nationwide Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The ExpressPoint experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States The DTNA corporate Field Service Team has over 100 dedicated and professional District Service Managers strategically located across the United States and Canada that provide support to Customers, Freightliner & Western Star Dealers, and Detroit Distributors. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Service Point Links" • Hyperlinks: a) https://www.freightliner.com/service/ b) https://www.freightliner.com/service/expresspoint/ c) https://www.westernstartrucks.com/parts-and-service/
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All purchase negotiations will take place between an authorized DTNA dealer and the Sourcewell member. No orders will be accepted by DTNA on a direct sale basis. The process flow for a typical transaction would be as follows: • Sourcewell Member identifies a product need and selects a dealership to work with, from the list of DTNA dealerships posted via the Sourcewell website / web link. • Sourcewell Member and authorized DTNA truck dealership establish a relationship to provide transportation related products and services. • During these consultations, the DTNA dealer will work with the Sourcewell member to establish the specific purpose of the vehicle in question, including any body(s) or equipment that may be required to be sourced. • Based upon the outcome of these discussions the dealership salesperson will develop a set of detailed specifications for the chassis, as well as related equipment if required. This information will be consolidated into a preliminary sales proposal, which will include details of the proposed chassis and if applicable, specifications for any body(s) or equipment required to perform the job defined by the Sourcewell Member. This will then be reviewed between the two parties to ensure that the requirements of any proposal are mutually understood. • Once a clear definition of the deliverable is understood, the DTNA dealer will calculate the price to be quoted using the approved DTNA-Sourcewell program discount for the truck chassis, applying appropriate delivery and transportation charges and pricing all sourced goods using the program defined not-to-exceed mark-up percentage. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. If applicable, the Canadian exchange rate will be applied at this point. These sub-items will be consolidated into a comprehensive commercial vehicle sales proposal including all applicable terms and conditions to the Sourcewell member for consideration. • Sourcewell member and DTNA dealership review and mutually agree on all aspects of the sales presentation including chassis and equipment specifications, final sales price and applicable terms and conditions. • Upon acceptance of the proposal, the Sourcewell member issues a formal purchase order (PO) to the DTNA dealership. • DTNA dealer accepts the PO and orders the chassis (using the DTNA-Sourcewell program tracking code to ensure proper discounts and routing) along with all other applicable sourced goods required to complete the project. • Dealership coordinates all activities related to the fulfillment of the agreement through final delivery, to fulfill the terms of the Members' PO. • Upon Sourcewell Member's acceptance of the vehicle and receipt of Members payment, as agreed upon, DTNA dealer will request warranty registration of the vehicle from DTNA (OEM). • Dealer will submit their request for Sourcewell program inclusion including the serial # of the vehicle and all required data as to the sourced goods and services involved in the transaction. Dealers who fail to comply with all terms and conditions of the published Sourcewell sales program will incur penalties up to, and or including, chargeback of discounts received to stock levels of discount. • Upon review of the documents presented, and confirmation of applicable invoicing reserves, DTNA (OEM) will warranty register the vehicle and include it in the list of vehicles to be included in the quarterly Sourcewell rebate payment. Ultimately, as the Awarded Contract-Holder, DTNA will control and administer pricing concession, based on approved Sourcewell Program Discount level(s), will tabulate monthly / quarterly list of units ordered and delivered through the Sourcewell program and will remit fees to Sourcewell, as committed and contractually bound. Periodic audits of Sourcewell participating dealers will also be performed to ensure accuracy and quality control of the program. As outlined above, the physical negotiation of specification(s) through to ordering, delivery and execution of payment / warranty registration, will be completed by each Sourcewell participating Authorized Dealer.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	DTNA's Elite Support Certified network of dealers are focused on delivering a consistent, superior level of customer service with every visit. Elite Support includes, but is not limited to: Express Assessment All Elite Support Certified locations participate in Express Assessment, which means the dealer will provide a preliminary assessment within 2 hours of arrival to enable you to make an informed decision on your next course of action. This assessment may include needed repairs, parts availability and an estimate of cost and repair time. Maximizing Uptime The ultimate goal of the Elite Support Network is maximizing vehicle uptime. Every Elite Support Dealership must be recertified annually to ensure you experience a consistent, higher standard with every visit across our Network. Best-Trained Techs Our technicians receive continual training from the experts at DTNA. We focus on a solid understanding of all vehicle systems and have access to the latest tools to expedite repairs. Continuous Improvement Every dealership earning the Elite Support certification must meet specific criteria across all customer service areas. To maintain these high standards, dealerships employ a Continuous Improvement Coordinator that spearheads changes across their location. Robust Parts Network Through the combined experience of our network and close collaboration with our service team, we understand what parts we need on-hand to get you back on the road quickly. Elite Support dealerships utilize multiple methods, such as Excelerator, RimPro, and dealer managed inventory to secure the parts you need. Exceptional Amenities We know that when we service your vehicle, you're trusting us with your business. Elite Support Certified dealers believe in providing quality solutions and timely communication from a friendly and familiar team. Our facilities are designed to minimize downtime and provide a comfortable environment for drivers as we work to get your truck back on the road. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Elite Support Links" • Hyperlinks: a) https://www.freightliner.com/service/elite-support/ b) https://www.westernstartrucks.com/parts-and-service/elite-support/	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout the US. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the US Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout Canada. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the Canadian Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	With 587 Freightliner and Western Star dealerships (sales, parts & service) and contracts with 171 Detroit Distributor locations and 413 Loves Truck Care and Speedco locations, DTNA has significant representation to support Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	While DTNA provides significant product coverage to serve the education, non-profit, and government sectors – there may be some limitations on coverage for outstanding GSA, or OEM exclusive contracts. Pricing as presented in DTNA's submission is valid for quotation to Sourcewell Members who do not have OEM exclusivity provisions in prior contracts with DTNA. Examples of this would include the GSA Autochoice and MAS / 23V contracts. Otherwise, we are committed to supporting the full scope of Sourcewell customers.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	DTNA maintains a sales & service presence in Hawaii, Alaska, Puerto Rico and has, to the best of knowledge, the only full-line authorized North American OEM dealership, with a presence in Guam. Shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays, based on mileage and weather conditions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Initial promotion of our products will be oriented towards introducing DTNA's regional and district sales personnel to the Sourcewell distribution model and its benefits to our dealer group. This will be followed by a series of communications to the entire dealer network sales personnel through internal announcements and webinars. External communication will follow and be distributed via DTNA websites and throughout our social channels network. Throughout this process, we look forward to working with the Sourcewell marketing team to convey and reinforce the contract details. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: • "DTNA - Marketing Plan Sample" • "DTNA – Marketing Plan Website Links" • "DTNA Product Video Links" • "Freightliner - M2106-M2112 Product Overview" • "Freightliner - M2 106 Brochure" • "Freightliner - Cascadia DC Brochure" • "Freightliner - 108SD-114SD Product Overview" • "Freightliner - eM2 - Spec Sheet" • "Freightliner - eCascadia - Spec Sheet" • "EconicSD Chassis Brochure" • "Western Star - 47X_49X Brochure" • "Detroit Assurance 5.0"
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	DTNA is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitate to this media as a source of information. Freightliner and Western Star brands maintain a strong presence on social media platforms, such as Facebook, Instagram and Linked In as a way to connect with customers and promote marketing efforts. These efforts are managed via a dedicated management team of social media experts, who will focus on the development of marketing opportunities with Sourcewell. The entire DTNA sales organization is also provided leads on future sales opportunities via the proprietary Retail Prospect Management (RPM) marketing tool. This digital tool assists our dealers in identifying buying cycles of Sourcewell members and proactively addressing their requirements. DTNA also has a team dedicated to Economic and Trucking Intelligence, which provides the Sales and Marketing teams with up-to-date information about the trucking industry. This information is shared with the teams and dealerships through Retail Prospect Management. RPM shows potential customers within the AOR (Area of Responsibility) of the dealer, district manager, regional manager, and marketing team to help them in prospecting new business. This tool also provides fleet makeup, purchase history, and an industry-first "likelihood of purchase" calculation, developed using an advanced algorithm based on economic and market specific conditions in their local area. This will keep sales associates and dealers informed of Sourcewell members' product requirements and buy cycles, so they can proactively address their needs in a timely manner.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As DTNA respondent(s), we feel that Sourcewell's role in promoting DTNA, our products and dealer partners, will commence with announcing the 2024 Award Recipients. To further the announcement, we anticipate that Sourcewell will promote the addition of DTNA as an Awarded Supplier, to their 1,000's of active Members, through their ongoing marketing efforts. Said efforts to include but not limited to; email, website, trade shows, industry conferences and in general, all of the marketing efforts which have made the Sourcewell Program the success that it is. DTNA is committed to the development of marketing material, including web-based efforts and template style documents to support our dealer network in creating interest in both the Sourcewell Program, as well as driving business to our dealer partners' locations from Members. With the combined efforts of DTNA and Sourcewell, we will expand our reach to better serve mutual municipal, education and non-profit customers. DTNA looks forward to joint marketing efforts and support from Sourcewell staff, in the creation of initiatives which will ultimately serve to both grow sales opportunities for DTNA, as well as growing the Sourcewell footprint.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our independent dealer network is the primary point of contact for Sourcewell customers going through the new truck purchase process. As such, each dealer location will have their own process for order intake, which may or may not include an e-procurement process. Excelerator is DTNA's ultimate e-commerce solution designed to streamline the parts ordering process. Empowering customers to search, find, and buy parts for any make, model, and application. Our motivation is to create a nimble and efficient customer experience guided by customer focused initiatives and forward-thinking functionality. Excelerator provides an optimized parts search, PartsProX our fully integrated catalog, real time parts pricing and availability, Inner Circle Rewards, a customer rewards program, product features and images, and VIN verification. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Excelerator Links" • Hyperlinks: 1. https://www.freightliner.com/parts/excelerator/ 2. https://www.westernstartrucks.com/parts-and-service/excelerator/

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	DTNA provides dealer training on all products, features, benefits, maintenance procedures, and their proper operation. The dealer is responsible for providing that same training to the end customer (as required) for successful operation. This training is typically provided during the delivery hand off process. We also have a free app that can be downloaded on a smartphone or tablet that has brochures, news, training videos, dealer locator, and access to DTNA websites. The training videos can be accessed for all models and options or can be filtered to only show the ones specific to your VIN. DTNA also provides product training opportunities to customers and our Truck Equipment Manufacturer (TEM) partners, many of whom are already established as Sourcewell vendor partners. An example of this is our Detroit Connect Analytics, which provides users with on-demand, automated analysis and reports detailing fuel efficiency, safety, and performance data. This information can be utilized by municipal fleets to reduce costs and increase safe performance across the fleet. DTNA provides monthly live training webinars and multiple in-person classes. DTNA also has online service training through our Aftermarket Resource Center (ARC). This includes service information and programming options with our Custom Hardware and Electronic Configurator (CHEC) tool that allows you to add safety features to the truck. An example of a programmable feature is the ability to limit the truck speed with a dump body in the up position and automatically triggering the strobe lights to warn others nearby. Another useful tool is our online Technical Resource Guides (TRG). These guides can help you learn how to order, connect, program, and use many of our notable features. Another advantage DTNA offers is our unique status as a supplier of integrated transportation solutions. As such, we are uniquely able to offer OEM levels of training on our proprietary Detroit products including engines, transmissions, axles, and safety equipment. Many of these training options are free or at an incredibly low cost. The training and any costs associated will be dependent upon joint discussions between the dealer and customer as to what is required and the most effective for their individual needs.
41	Describe any technological advances that your proposed products or services offer.	Dependent upon the model specified, DTNA offers a full suite of safety systems on our products via proprietary and vendor partner supplied sources. In this fashion, your members can select the system that best integrates into their fleet operations. • Active Brake Assist (ABA 5) mitigates potential collisions by calculating truck speed and distance to other vehicles. This determines if a warning or braking action is needed. Full Braking on Moving Pedestrian can detect a person who is about to walk into the truck's path. It issues audio and visual warnings with simultaneous partial braking first, followed by full braking if the driver does not react. Full Braking on moving and stationary vehicles can identify moving or stationary vehicles in the truck's path. When the system detects a potential obstacle, it issues audio and visual warnings. Depending on the situation, partial and full braking may activate as well. • Adaptive Cruise Control (ACC) to 0 MPH automatically adjusts a truck's cruising speed to maintain a safe following distance from other vehicles. With the ability to remain in cruise control longer, drivers experience less fatigue throughout the day, keeping them more alert. ACC works in stop-and-go traffic, too. When the vehicle in front of your truck begins to slow, even to a stop, your truck will stop and hold its brakes. If the stop is less than two seconds, you will start moving again once the vehicle in front of you moves. For stops longer than two seconds, the driver can easily resume motion by engaging the throttle or pushing set/resume. • Side Guard Assist (SGA) alerts drivers of objects in their passenger-side blind spots. As a passive collision mitigation system, SGA will not de-throttle or stop your vehicle. Instead, it keeps the driver in control. If the truck's passenger side gets too close to a moving person or object, the system will warn the driver not to complete the right turn or make a right-hand lane change. • Intelligent High Beam automatically switches a truck's headlights from high to low beams when the system detects environmental light from cities or another vehicle's headlights or taillights. Once the vehicle or city lights are out of sight, high beams switch back on. • Automatic Wipers/Headlamps turn wipers and headlights on or off to match weather and lighting conditions. Wiper and headlight controls must be set to auto for this to work. • Tailgate Warning issues visible alerts on the dash as well as sounds when the truck's following distance is too short in relation to its speed for 10 seconds or longer. Once activated, Tailgate Warning will deactivate only when the truck reduces its speed to less than 20 miles per hour. Remaining in Tailgate Warning mode for 10 seconds or longer will make the event reportable to the selected telematics system. • Lane Departure Warning issues audio and visual alerts when a truck crosses lane markers without using a turn signal. • Traffic Sign Display uses a camera to read speed limit and other traffic signs. From here, the system conveniently displays relevant sign information in the instrument cluster. • Forward-Facing Video Capture utilizes a truck's front-facing camera to record the vehicle's activity before, during and after severe traffic events. This technology provides fleets with better insight into what occurs during crashes, so they are easier to prevent in the future. Forward-Facing Video Capture footage can be accessed via web portal, along with accompanying data and vehicle parameters. • The Driver-Facing Camera captures video footage of drivers before, during and after severe traffic events. This footage, along with other vehicle parameter data, is transmitted via web portal to provide fleet operations and safety personnel better insight into driver reactions during events. • Active Speed Intervention (ASI) is an optional, industry-first technology that is designed to deter operators from speeding and to help new operators adopt safe driving practices. This feature works with Traffic Sign Display to issue a passive alert when the driver exceeds the speed limit. If the operator does not respond, ASI will issue an active warning, and if necessary, will cancel Adaptive Cruise Control and de-throttle the truck. • Brake Hold Mode improves safety and comfort wherever work happens. This feature keeps the truck stopped when the operator removes their foot from the brake pedal, or if their foot slips off while the truck is at rest.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The overarching ambition of Daimler Truck is to offer for sale by 2039 exclusively those vehicles which are CO_2-neutral (in driving operation) in core markets of North America, the EU and Japan. This strategic goal has led to the market introduction of 10 unique battery electric vehicles available across the globe today, four of which are available in North America. The company has received the awards noted in response to question 16 for the latter of these. In addition, because the advent of new propulsion technologies requires a supporting ecosystem with which to refuel or recharge those vehicles, the company has been highly active in both the construction of that ecosystem, as well as bringing multiple parties to consensus on the future of that ecosystem. As an example of this and to learn from firsthand experience, the company built the first-of-its-kind public charging station for battery electric medium- and heavy-duty vehicles in partnership with local utility Portland General Electric in 2021. "Electric Island", as it is known, has also become the blueprint for a joint venture the company has entered into with NextEra Energy and BlackRock Climate Infrastructure. This JV, named Greenlane™ will break ground on its first commercial vehicle charging station later in 2024. While there are a large number of transportation companies, including an OEM like Daimler Truck North America, committed to vehicle electrification, the intersection of transportation and energy requires the increase by orders of magnitude in the generation and distribution of energy. To help navigate the complex and highly varied rules surrounding electric utilities, local building requirements and state and federal impediments to constructing these charging networks, Daimler Truck North America served as one of the founding members of Powering America's Commercial Transportation (PACT) advocacy organization. PACT was formally announced in January of 2024 and is an example of how the company has continued its leadership position as new technologies emerge. The founding of PACT also builds on the earlier appointment in 2023 of Daimler Truck North America's head of eMobility, Rakesh Aneja, to the Electric Vehicle Working Group. The EVWG is an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: a) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler b) Electric Island: Providing the Pathway to Carbon-Free Trucking | Black & Veatch (bv.com) c) Drive Greenlane | Commercial vehicle charging network solutions d) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov)
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainable production and a drive for CO_2-neutrality in the driving operation of our products are prime areas of focus for the company. For three consecutive years (2019 - 2022), the company's vertically integrated engine and components manufacturer Detroit® has been recognized by the U.S. Department of Energy for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing. In 2020, the Portland Truck Manufacturing Plant in Portland, Oregon, which is home to production of the popular Western Star X-Series and the company's battery electric Freightliners, became the first facility in the company's global network to achieve CO_2-neutral production, with the company aiming for all of its North American new vehicle manufacturing plants to follow. And all of the company's manufacturing locations are zero-waste to landfill. The company's global ambition is to offer exclusively CO_2-neutral (in driving operation) new vehicles for sale by 2039 in North America, the EU and Japan. Around the world, the company already offers for sale 10 different battery electric models, four of which – including the Freightliner eCascadia and eM2 – are available in North America. All models are HVIP eligible and both Freightliner models have received numerous awards, including the "Clean Air Technology" from the South Coast Air Quality Management District. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: e) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management | Department of Energy f) DTNA Commits to Carbon Neutral Vehicle Production by 2025; Portland Truck Manufacturing Plant Will be First to Meet Target in 2020 | Daimler (daimlertruck.com) g) HVIP Eligible Vehicles - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project | California HVIP h) JETSI-aug31-2021.pdf (aqmd.gov)
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Daimler Truck North America (DTNA) is a publicly traded company and does not qualify for provisions identified in this question. Our products are complex; and the scale of our manufacturing volumes require that we source from vendors who can support those production volumes. However, we have a Supplier Diversity Program in its second year that actively sources diverse suppliers as tier 1 suppliers for DTNA. This extends beyond our tier 1 supply-base to tracking our tier 2 and 3 diverse spend as well. Our tier 1 diverse suppliers are tracked through our procurement system and tier 2 spend is tracked through STARS database. We have established diverse spending targets with the goal of 10% diverse spend by 2030. Efforts to attract diverse suppliers include hosting an annual Supplier Diversity events, launching a Supplier Diversity webpage and integrating Supplier Diversity into standard procurement processes. DTNA has a comprehensive ESG program with targets for each pillar. Our supplier diversity efforts fall under our ESG umbrella. Additionally, DTNA has been a major supporter of the Women In Trucking (WIT) network and has been recognized as a 'Best Place to Work for Women' by WIT. Our diversity efforts extend to bringing in the best employees through extensive hiring and recruiting partnerships including 'Society for Women Engineers', 'Society for Asian Scientists and Engineers', 'National Society for Black Engineers' and 'Society for Hispanic Professional Engineers'. We have also supported many hiring initiatives for veterans in our facilities as well as our customers – IE: supporting the "Ride of Pride" trucks that one of our customers customizes each year to support our veterans. Ultimately our goal is to utilize our vast resources to be a good partner to the communities we serve and operate in.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	While there are several unique propositions that we can offer Sourcewell's participating entities (which we describe in detail further below), a deep-seated belief in partnership is what differentiates our company, and it is what has allowed us to earn our position as the leading manufacturer (by market share) of Class 6-8 commercial vehicles in North America. With every interaction, we partner with our customers to understand their specific needs and enable their success. That theme of partnership begins in our vehicle development process. We benefit our customers both by leveraging the technologies of our global company and then tailoring those technologies to the individual markets we serve. In that tailoring process, we seed early development units with select customers to monitor and measure real-world performance before a vehicle is released to full production. Recent examples of this approach can be found in our Western Star X-Series (first launched late 2020) development, where our engineers embedded alongside our customers to iterate and refine the final product design to their specific demands. As a case in point of the lengths that were taken, we measured the specific roads - and sometimes the unpaved trails – these customers travelled down to the millimeter and then recreated those road surfaces at our own 87-acre proving grounds to replicate decades' worth of use in matter of months. The end result was increased durability of the truck, uptime for the customer, as well as comfort for the driver. Similarly, and specific to our line of proprietary engines, transmission and associated components, we take a partnership approach to understand our customers' needs and tailor global powertrains to specific North American needs. As a case in point and also for the Western Star X-Series, we were aware - thanks to partnership with our customers and firsthand interviews - of the propensity for new drivers to get stuck in loose sand and gravel when driving in quarries or on jobsites. Our engineers then used that problem statement to tailor our global transmission with a specific 'Rock Free' mode to modulate power and allow a driver to remove themselves from a stuck situation. This translates to saved time, effort and profitability of customer operations from having to source another vehicle or backhoe to dislodge a stuck vehicle. The partnership approach can also be found in the development of our safety systems, telematics suite and myriad other technologies, but the rubber truly meets the road when the vehicles are in our customers' hands and require planned maintenance or unplanned repair. In these situations, it is critically important to return trucks to the road as quickly as possible to keep perishable cargo moving or get custom critical freight where it's going. The unique proposition we offer for our service network is a partnership with more than 448 franchised dealers, further supplemented by more service points through select Loves and Speedco locations. This vast service point coverage, backed by a network of 10 strategically located parts distribution centers which average greater than 90% next-day order fulfilment, mean we keep our customers running with maximum vehicle uptime. It is our belief that this long-cultivated focus on partnerships stands to benefit Sourcewell's participating entities. *

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *

46	Do your warranties cover all products, parts, and labor?	New Vehicle Limited Warranty:
		Providing powerful, confidence building warranty protection for every vehicle, DTNA backs every new Freightliner and Western Star with a new vehicle limited warranty covering defects in materials and/or workmanship. Repairing any defects, free of charge and within the warranty period, DTNA delivers exceptional customer service.
		
		Truck Parts Limited Warranty:
		With limited warranty protection on aftermarket truck parts sold through authorized dealers, DTNA covers defective materials and/or workmanship for one year.
		
		Detroit Powertrain Warranty:
		Detroit engine, transmission, and axle owners enjoy comprehensive warranty coverage, including a fast, hassle-free process and expedited parts and service for critical downtime situations.
		
		Base warranty coverage details for each model and Detroit components can be found in the attached Warranty upload section.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA – Warranty Information"
		
		• Attachments:
		  • Freightliner 01 - Level Coverage
		  • Freightliner 02 - Level II Coverage
		  • Freightliner 03 - Level III Coverage
		  • Freightliner 04 - Medium Truck Coverage
		  • Freightliner 05 - SD Vocational Coverage
		  • Freightliner 06 - eCascadia Coverage
		  • Freightliner 07 - eM2 Coverage
		  • Western Star 01 - On-Highway Coverage
		  • Western Star 02 - Vocational Coverage
		  • Western Star 03 - Severe Service Coverage
		  • Western Star 04 - Off-Road Coverage
		  • Vocational Trucks - Detroit Powertrain Coverage
		  • On-Highway Trucks - Detroit Powertrain Coverage
		  • "DTNA – Warranty Information Links"
		  • Hyperlinks:
		  1. Warranty - Freightliner Trucks
		  2. Warranty - Western Star Trucks
		  3. Warranty - Detroit *

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty coverages vary, based upon a product's specific coverage limitations. DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. DTNA warranty coverages do not apply to equipment added after chassis manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member. DTNA warranty on any product used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with product use. *

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Due to the complexity of the vehicles sold under this agreement, the majority of the service to be performed on the equipment will be best undertaken in an authorized DTNA service facility to ensure the highest possible service standards. In some cases, specific dealerships may offer on-site repair options to Sourcewell members. These offerings will vary by the size of the market in question and will be constrained in scope by the limitations of a dealer provided mobile solution. As such, Sourcewell Members should consult the DTNA dealership listings provided in this response to identify the specific services offered by their local DTNA dealership and the specific financial provisions of those services offered. Incremental warranties may be purchased by Sourcewell Members to cover this situation at additional expense. Details of extended warranty coverage and pricing should be negotiated with the selling dealer representative at time of purchase. Freightliner and Western Star customers that have purchased Roadside Assistance or Road Call coverage will have access to authorized service locations with a well-equipped service truck and an emergency roadside repair (or a partial repair that would enable driving the unit to the authorized service location). Reasonable travel distance and time may be reimbursed.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	DTNA has over 700 service locations strategically located across the United States & Canada, with over 10,000 certified technicians available to perform warranty repairs. With this extensive presence, we do not believe there is a gap in service coverage. DTNA also has an available Roadside Assistance Program, and Freightliner ExpressPoint to provide convenient access to local repairs. Roadside Assistance Program DTNA Roadside Assistance Program is a concierge service helping customers handle unexpected downtime with 24/7/365 support. If you need after hours and weekend roadside support, the Freightliner Roadside Assistance Program is the solution for you! DTNA has partnered with FleetNet America, a leading roadside service provider, to offer the very best in roadside service and uptime across United States and Canada. If you are looking for a program that provides staff augmentation, customer specific protocol options, electronic event management, and different communication options for your staff, this program is right for you! For Roadside Assistance members, this program provides help in the following areas, but not limited to: • Tire events • DOT related issues • Fuel assistance • Tow services If a repair cannot be handled on the side of the road, a helpful and friendly agent will arrange for a tow to a DTNA dealer or distributor, or to the customers preferred location. Our DTNA dealer and distributor network is well versed in your Freightliner & Western Star truck and can get you back up and running quickly. Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 4. Roadside Assistance Program - Freightliner Trucks 5. Roadside Assistance Program - Western Star Trucks 6. ExpressPoint - Freightliner Trucks
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	DTNA New Vehicle Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by DTNA and that are warranted directly by their respective manufacturers. In many instances DTNA dealers and distributors are authorized to perform repairs for components that are warranted directly by their respective component manufacturer.
51	What are your proposed exchange and return programs and policies?	Exchange or return programs at the OEM level are not typically offered in our industry; and as such are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling DTNA dealership such that an appropriate resolution of the matter can be negotiated. DTNA will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administered at the dealership level.
52	Describe any service contract options for the items included in your proposal.	Prepaid Maintenance & Extended Warranty Plans: Service / Maintenance Contracts may be available through DTNA's independently owned dealers / dealer groups. Service / Maintenance Contracts may or may not include DTNA's Extended Warranty offerings and will be priced & quoted to the Member, by the dealer thru the quoting process. A Full Maintenance Lease offering may also be offered by one or more of DTNA's dealership(s), which may include rental options and other fleet services, as a complete solution to the transportation needs of the Member. Extended Chassis Coverage: Throughout every year of truck ownership, operational and repair costs can be expected to increase significantly. Extended service coverage for a truck chassis helps mitigate the risk of unplanned expenditures for related components. Repair and labor costs are controlled when you're covered, a substantial benefit unavailable outside the network. After your Base Warranty ends, you will be able to count on Extended Service Coverage to control your out-of-pocket repair costs making your business expenses more predictable. Extended Detroit Coverage: Multiple time and distances available up to six years or 600K miles for on highway, or seven years or 250K miles for vocational applications. Whether you need engine service tomorrow or major repairs in three years, extended coverage for your truck's engine helps protect your most important investment. Extended coverage from Detroit is also available for Detroit engines, the DT12 transmission, DT12 clutch, and axles. Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 7. Extended Coverage - Freightliner Trucks 8. Extended Coverage - Western Star 9. Extended Service Coverage - Detroit

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Although an industry standard is typically Net 30 Days from receipt of goods, payment terms will be negotiated between the facing DTNA truck dealership and the Sourcewell member, making the purchase. In this fashion, they are uniquely suited to meet each member's specific needs.	*

54	Describe any leasing or financing options available for use by educational or governmental entities.	DTNA is proud to offer a wide variety of financing options to Sourcewell, through Daimler Truck Financial Services (DTFS) an industry-leading provider of truck financing since 1974. As the captive finance provider for DTNA, DTFS offers a 50-year history of financing commercial vehicles and offers a complete line of finance, lease, and insurance products. DTFS offers many options when financing or leasing a commercial vehicle including retail loans, Muni Leases, TRAC Leases, Mod & Zero TRAC Leases, and FMV Leases. In addition to DTFS' wide range of finance and lease products, DTFS also offers many flexible payment options including Extended Terms, Deferred Payments, Ballon Payments, and up to 90 Days First Payment. DTFS has a well-earned reputation as an industry leader, with creative products and terms that are customized for the commercial vehicle industry.
		
		Should a Member wish to receive a financing quote, they should notify their dealership salesperson during the discussion of the sale terms. This will prompt the dealership to include their finance manager in the negotiations. Once a thorough understanding of the Members' requirements is established, the dealer will contact DTFS to obtain a quotation, which will be included in the sales proposal.
		
		Additionally, many DTNA dealers have dealer-owned finance and leasing entities as part of their overall products & services portfolio. As such, they may be able to offer financing and leasing products to meet the specific needs of Members, through their own lending sources, which may also include Financing / Leasing relationships with their local lending institutions and financial partners.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA – Upload Additional Documents"
		• Attachments:
		  • "DTFS - Lease Finance Overview"
		  • "DTFS - Municipal Program Brochure"
			*

55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As all purchase negotiations and transaction details will take place between an authorized DTNA dealer and the Sourcewell Member, each independently owned dealer / dealer group will have its own transaction documents. This said, DTNA has specific Terms of Sale which are to be followed through the dealer ordering process and copies of the Freightliner and Western Star Terms are attached.
		
		DTNA developed and is utilizing a proprietary web-based Dealer Reservation System (DRS) for managing chassis volume to dealers and tracking orders against said volume. The DRS is beneficial to Sourcewell customers, as dealers know the volume available to them at time of order as well as the timeframe they can expect the unit built. This allows Members to better coordinate installation of additional equipment on the chassis, as well as work within their annual budgets. The DRS is a function of our Retail Prospect Management (RPM) tool, which is also a web based proprietary solution. As this System is completely web-based in nature, DTNA does NOT utilize a specific "order form".
		
		In addition, to ensure sales are represented accurately from the dealer, any order placed against an approved concession is audited to validate the unit was both retail sold, and warranty registered to the correct customer.
		
		No orders will be accepted by DTNA on a direct sale basis. Please see the attached sample Price Concession Confirmation letter for details provided for standard approved transactions.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA - Standard Transaction Document Samples"
		• Attachments:
		  • Freightliner Terms of Sale
		  • Western Star Terms of Sale
		  • Order Intake Process – Example
		  • Order Tracking / Audit Document – Example
		  • Sample Form – Sourcewell Concession
			*

56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards are not typically used in this type of commercial transaction. Payment terms will be negotiated between the selling DTNA dealership and the Sourcewell member as part of the negotiation of each individual purchase agreement. Should both parties to that transaction agree to the use of a P-Card that payment process may be accommodated.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	DTNA (Freightliner and Western Star Trucks) pricing is generated by our proprietary spec'ing and pricing software, SpecPro. Based on individual Member needs, a custom specification is created and subsequent MSRP (List Price) generated. Member pricing is then calculated as a function of MSRP (List Price), specific standard and optional content of each vehicle, then discounted accordingly, per the Sourcewell Discount matrix attached. Any / all surcharges, extended warranty(s) and freight charge, as noted in the pricing attachment, will be added after the Member discount(s) and are non-discountable. DTNA will offer discounts from our MSRP (List price) baseline via a sales program marketed to all dealerships in the US & Canada. This discount will be differentiated at the model level to best address the market segments being quoted. Percentage based price concessions will be used to consistently apply the level of discount to the vehicle being quoted. Discounts & applicable currency conversions (i.e. USD to CDN for Canadian Chassis) will be applied at time of chassis invoice via the use of a sales program code included on each individual order by the selling dealer. Specific discounting factors can be found in the matrix attached in the Pricing Document Upload Folder. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing - CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Base level discount structure will be a percentage reduction off MSRP (List Price), plus an additional 22.00% to 41.5%. A discount matrix, broken out by base model selected, has been provided as an attached document in this submission. MSRP (List) Price includes the Base Model, factory installed option content and customer specific modifications. Surcharges, extended warranty(s) and freight charge are non-discountable, as noted in Question 57 and the supplemental pricing attachment. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing – CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
59	Describe any quantity or volume discounts or rebate programs that you offer.	DTNA recognizes the benefit of the Sourcewell program to its Members and the opportunity it presents DTNA in providing our products and services to meet Member needs. As such, Sourcewell pricing is set up to provide a benefit to its Members whether they are purchasing a significant quantity of vehicles or a smaller quantity of one or two vehicles. Upon assessing the dynamics of this market, DTNA may choose to periodically incentivize certain models or order periods to offer buying opportunities that benefit Sourcewell members for a defined period. Our proposed pricing model easily facilitates this concept through the application of program codes that can be marketed to the DTNA dealer base and Sourcewell membership pool. Practical application of the specified discount (either flat $ or % based) is accomplished by the selling dealer applying a discount code at time of order. Offerings of this type shall be at the sole discretion of the OEM, but will be promoted jointly by both DTNA & Sourcewell to ensure the broadest possible distribution of the incentive.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Recognizing that individual Sourcewell members will have their own unique requests and requirements, those items are best negotiated between the DTNA dealers and Sourcewell member. The DTNA dealers will provide quotation for nonstandard options requests. Nonstandard options, goods and services to include, – but not limited to – truck bodies, trailers, truck equipment, tools, support devices, parts & maintenance kits, training & manuals, software, incremental transport beyond OEM delivery, and warranties will be priced by the DTNA dealers. Pricing structure will be at dealers' cost plus no more than an anticipated 5% mark up.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Common charges may include, but are not limited to, pre-delivery inspection, incremental freight charges associated with required upfitting, equipment inspection, training or manuals. As Identified in response to question 60 above, any such costs will be identified in the sales quotation provided by the selling DTNA dealer. Additionally, applicable Federal, State, Local taxes, fees, title, tag permits, or other miscellaneous requirements are NOT included in prices quoted. These line items will be calculated by the selling dealer for the specific items being sold at time of invoice. It is the responsibility of the Member to provide the selling dealer a valid tax-exemption certification when appropriate.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location within Canada or the contiguous United States. Additional shipping charges at dealer cost plus no more than an anticipated 5% will be applied to delivery destinations in Alaska, Hawaii, Guam, Puerto Rico and other US Territories. Dependent upon the specifications of the custom vehicle purchased by a Sourcewell Member, incremental transportation services may be required as part of the upfitting process such that a completed vehicle can be delivered. Should the upfit of additional equipment on the truck chassis be part of the agreement between the dealer and Sourcewell Member, the dealer will define any incremental transportation required and its cost to buyer as part of quotation.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location. That location could be a designated port of embarkation on the US or Canadian mainland. Additional ocean, rail, flatbed, or other transport services that may be required by Sourcewell Members would be priced at the DTNA dealers cost plus no more than an anticipated 5%.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	• Delivery locations can be changed at any time up until unit has been built into a load at origin build plant allowing for optimal flexibility in customer delivery planning. • Current delivery timelines from plant release to specified delivery location range from 3 – 10 days depending on build location and mileage to specified delivery point. Drivers are allowed to drive a maximum of 500 miles per day. • DTNA has the ability to direct contracted transporters to expedite/prioritize units for delivery based on customer needs. • Loads are moved in an optimal three or four way combination in order to maximize customer deliveries or focus on a critical subset of units. • Storage yards have been established in the event that units are built but need to be held in order to spread out delivery timelines as needed based on customer/location requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing is exclusive to Sourcewell members, as outlined in in question # 58. DTNA reserves the right to offer periodic incentives beyond the published discount structure.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon receiving a PO from a Sourcewell Member, the selling DTNA dealer will place orders for the truck chassis, as well as any associated equipment required. It is the responsibility of the Sourcewell Member to alert the selling dealer that they are utilizing their Sourcewell Membership number. Failure to do so may result in incorrect pricing structure to the Member and payment of the administrative fee to Sourcewell cannot then be guaranteed. As part of the ordering process the dealer will identify the municipal entity & their Sourcewell membership in the customer name field for the order (IE: City of Sunnydale / Sourcewell) which is required for the order to be accepted by DTNA. Additionally, the appropriate program code for Sourcewell discounts must be included so that the authorized discount structure can be applied to the invoice. These program codes are a searchable field and remain associated with the serial number generated at time of order. Based upon these two data points, DTNA will generate a list of trucks reported sold to Sourcewell Members. This data set will be verified by DTNA via internal audit; and the appropriate remittance sent to Sourcewell on a quarterly basis. Please refer to the following documents for additional information: • Folder: “DTNA - Standard Transaction Document Samples” • Attachments: 1. Freightliner Terms of Sale 2. Western Star Terms of Sale 3. DTNA Sample Form - Sourcewell Concession 4. DTNA - Order Intake Process 5. DTNA - Order Tracking - Audit Document	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As part of our bid, DTNA has already identified a Program Manager for the Sourcewell account. This individual will be responsible for periodic reports to DTNA upper management detailing sales metrics to include measurement against baseline municipal sales in the US and Canada. Additionally, research will be conducted to ascertain the levels of participation by DTNA dealers and develop sales programs and training as DTNA views to be appropriate to the success of the program.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	DTNA will disburse $800 per truck invoiced to Sourcewell Members with the designated sales program code. All credits will be dependent upon this sales code being attached to the order placed with DTNA. Credit disputes will be limited to vehicles reported sold in the previous quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	DTNA is offering Sourcewell Members, vehicles from Freightliner and Western Star product lines that cover Class 6, 7, & 8 ICE AND BEV, through our extensive dealer network. The models include: FREIGHTLINER: M2-106 Plus - Conventional Cab - CAB CONFIGURATIONS - Day Cab 106” BBC - Extended Cab 132” BBC - Crew Cab 154” BBC - GVW 18,000 – 66,000 lbs - ENGINE RANGE - Diesel Engine Offerings: Detroit: DD5 & DD8, Cummins: B6.7 & L9 - 200-360 HP - 520-1150 lb/ft - TRANSMISSION RANGE – Automatic or Manual - Allison 1000 / 2000 / 3000 series - Eaton Manual - TOP APPLICATIONS - Dump, Plow, P&D, Utility, Sweeper, Refuse, Tank BEV - eM2-106 ELECTRIC - Conventional Cab - Day Cab 106” BBC - GVW 26,000 – 33,000 lbs - ENGINE – BATTERY ELECTRIC - 225 hp (165 kW) – 250 or 300 hp (224 kW) - TOP APPLICATIONS - P&D, Utility, Sweeper, Refuse

M2-112 Plus
- Conventional Cab
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 30,000 – 80,000 lbs (as a truck)
- ENGINE RANGE
- 260-525HP
- 730-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12
- Eaton Manual
- Allison 3000 / 4000 series
- TOP APPLICATIONS
- End Dump, Plow, Roll-Off/Refuse, Natural Gas Applications

108SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 26,000 – 69,000lbs (as a truck)
- ENGINE RANGE 200-380 HP
- 520-1250 lb/ft
- Transmission Range – Automatic or Manual
- Allison 3000 / 4000 series
- Eaton Manual
- TOP APPLICATIONS
- Rail, Car Hauler, Muni Dump/Plow, Tank, Volumetric Mixer

114SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 114" BBC
- Extended Cab 140" BBC
- Crew Cab 162" BBC
- GVW 26,000 – 92,000 lbs
- ENGINE RANGE 260-525 HP
- 720-1850 lb/ft
- TRANSMISSION RANGE - Automatic, AMT or Manual
- Detroit DT12
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Mixer, Dump, Plow, Refuse, Crane, Tank

EconicSD
- LCOE (Low Cab-Over Engine)
- CAB CONFIGURATIONS
- Hi and Lo Roof (Based on Front or Rear refuse application) 81" BBC
- GVW 64,000 – 66,000 lbs
- ENGINE RANGE 350 HP
- 1050 lb/ft
- TRANSMISSION RANGE Automatic
- Allison 3000 series
- APPLICATION
- Refuse

Cascadia
- CAB CONFIGURATIONS
- Day Cab 116" and 126" BBC
- Sleeper – 48", 60" and, 72" Options
- GCVW – up to 140,000+
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15
- 350-605 HP
- 1450-2050 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V & DT12-VX AMT
- Allison 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Line-Haul, LTL, P&D, Bulk – Dry, Liquid

BEV - eCascadia ELECTRIC
- Conventional Cab
- Day Cab 116" BBC
- GCVW 65,000 – 82,000 lbs (tractor)
- ENGINE – BATTERY ELECTRIC
- 320 hp (296 kW) – 425 hp (350 kW)
- TOP APPLICATIONS
- Tractor Applications

Western Star:
47X
- CAB CONFIGURATIONS
- Day Cab 111" BBC
- Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof
- GVW – 33,000 – 94,500 lbs (GCVW to 140,000+ as a tractor)
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD13, Cummins: L9 & X12
- 260-525 HP
- 860-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V AMT
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Construction – Mixer, Dump Crane, Water Tanker
- Government – Snow Plow, Dump, Vacuum Truck
- Tractor – Flat Bed, Agriculture, Belly Dump
- Oil & Gas – Crane, Tanker, Vacuum Truck, Stake, Chemical Spreader
- Bulk – Dry, Liquid

		49X - CAB CONFIGURATIONS - Day Cab 121" BBC - Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof, 60" Mid Roof, 72" - GVW – 33,000 – 94,500 lbs (GCVW to 200,000+ as a tractor) - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Construction –Dump Crane, Water Tanker - Logging – Pole Truck, Self-Loader, Chip Trailer, Off Highway - Heavy Haul – Equipment Hauler, Oversize, Specialty - Oil & Gas – Crane, Vacuum Truck - Bulk – Dry, Liquid 57X - CAB CONFIGURATIONS - Day Cab 116" and 126" BBC - Sleeper – 48", 60" and, 72" Options - GCVW – up to 140,000+ - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Line-Haul, Bulk – Dry / Liquid
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	DTNA is the leading provider of municipal truck chassis in North America. As such, we have extensive relationships with many of the body builders (TEM's) currently on contract with Sourcewell; and are confident that our dealer group has the required experience to spec the right truck for each Members' needs. A more complete listing of the segments / categories which DTNA products can service, is listed with our individual models, in Question 70, above. The following industry subcategories reflect the general range of solutions we can provide: • cranes • bucket trucks / utility • vacuum trucks • street sweepers • dump trucks • snowplows • refuse • box trucks • tractors • PARTS – replacement / service parts • FINANCIAL SERVICES – Financing and Leasing In the unlikely event that a particular requirement is not immediately identified, our Custom Application Engineering (CAE) team is available to help find solutions for Members. As a sub-category, to support the sale of Class 6-8 chassis - DTNA is also committed to supplying replacement / service PARTS, through our extensive distribution network, to serve each individual model and maximize uptime. Daimler Truck Financial Services is also available to serve Members' lease / finance needs, through our extensive distribution network. Many of the authorized DTNA dealers also offer lease / finance solutions, through dealer owned captive finance subsidiaries.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	DTNA produces Western Star and Freightliner trucks in our five North America truck manufacturing plants. We are proud to foster a culture dedicated to continuous improvement in all our manufacturing processes. Long before our trucks are assembled on the production line, our engineering team designs and builds digital mock-ups of every truck model with individual vehicle identification numbers used throughout manufacturing process. State-of-the-art automation, like robots that paint and weld, helps us meet exacting standards on every production line. Sophisticated test equipment ensures that each vehicle's electrical system and chassis alignment is consistent with specifications. Every powertrain is verified and passes a dyno test prior to factory completion. The Detroit Assurance® Suite of Safety Systems is our industry-leading safety equipment that including active brake assist, side guard assist, adaptive cruise control, lane departure warning and more to keep operators, workers at the job site, pedestrians, and fellow motorists safe. Additional Driver Safety Enhancements include: • Improved insulation that muffles exterior noise and provides greater thermal efficiency. • Driver-centric dash with an easy-to-read driver information center. • Comfortable steering wheel with integrated controls. • An easy-to-use transmission control stalk that allows automated manual and automatic shifting and engine braking functions from the column for safer operation. • Ergonomic seats with precise adjustability for improved driver comfort and reduced fatigue. • Backup Alert System with 7" interactive touch screen display, factory installed backup camera and reverse proximity sensor. • The CHEC Tool customized parameters assist in safe operation with interlocks alerting the drivers to the status of operation. Our truck cabs are constructed with corrosion-resistant aluminum that is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. The vocational chassis includes a robust backbone with a complete offering of single- and double-channel frame rails with set-forward or set-back front axles to maximize payloads, and frames can be custom punched and predrilled to TEM specs for improved up-fit. This includes a best-in-class single channel rail strength with RBM rating of 3.7 million inch-lbs. for greater strength, durability, and weight savings and a new, stronger 9.5mm rail that delivers the same RBM rating as an 11mm while saving nearly 100 pounds. Frame rails fasteners include Huck bolts and phosphate-coated Class 10.9 fine-thread fasteners offer a high clamp load and don't require maintenance.

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Express WriteUp With the help of a mobile app, Express WriteUp provides a better way to create repair orders and estimates because they are performed at the vehicle to speed decision making. Express WriteUp also provides a better customer experience to help improve efficiency and convenience. Service Tracker Service Tracker is a web-based application for any customer and is used for streamlining communications with our service network and real-time tracking of their vehicles as they progress through the service experience – from estimate ready to vehicle ready. Service Tracker reduces wait time for approving estimates and provides customized repair status notifications. Uptime Pro Uptime Pro is a state-of-the-art management software that helps service at a dealer location run at peak efficiency with transparency and coordination that keeps everyone in the loop and provides visibility into progress, status and needs. Uptime Performance Uptime Performance enables dealers to understand the customer's view of their efficiency. Each of our Elite Support certified dealerships employs Continuous Improvement Coordinators (CIC) whose main job is to measure their performance and keep improving the customer experience. Virtual Technician Detroit Connect Virtual Technician® notifies fleets and owner-operators within minutes if their vehicles experience an engine or aftertreatment fault event. With information on the severity of the fault and recommendations for when, where, and how to best fix the issue, you can reduce time spent on unnecessary maintenance and make better service decisions for your fleet. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: "DTNA – Serviceability & Remote Diagnostics" 1. Freightliner - Uptime Management Suite 2. Western Star - Uptime Management Suite 3. Detroit Connect - On-Highway 4. Detroit Connect - Vocational

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
75	Class 5 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 6 ICE & BEV markets. Offerings include Freightliner M2-106 & Freightliner eM2	*
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 7 ICE & BEV markets. Offerings include Freightliner M2-106, Freightliner M2-112 & Freightliner eM2	*
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 8 ICE & BEV markets. Offerings include Freightliner M2-112, Freightliner 108SD, Freightliner 114SD, Freightliner Econic SD, Freightliner Cascadia, Freightliner eCascadia, Western Star 47X, Western Star 49X & Western Star 57X	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that server these markets. As the OEM, DTNA will not be the provider of related equipment, accessory parts, upfitting, services, used chassis or class 3 chassis. However, many of our respective authorized dealers will provide these additional offerings at pricing to be determined by the facing dealer.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 4 BEV Market	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 5 BEV Market	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 6 BEV markets. Offerings include the Freightliner eM2	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 7 BEV markets. Offerings include the Freightliner eM2	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 8 BEV markets. Offerings include the Freightliner eCascadia	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	DTNA does NOT offer product that serves this market.	

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should N2T have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - DTNA - Pricing.7z - Wednesday March 27, 2024 17:22:02
- Financial Strength and Stability - DTNA - Financial Strength and Stability.7z - Friday March 22, 2024 21:11:59
- Marketing Plan/Samples - DTNA - Marketing Plan.7z - Friday March 22, 2024 21:12:37
- WMBE/MBE/SBE or Related Certificates - DTNA - WMBE-MBE-SBE or Related Certificates.7z - Friday March 22, 2024 21:13:03
- Warranty Information - DTNA - Warranty Information.7z - Friday March 22, 2024 21:13:14
- Standard Transaction Document Samples - DTNA - Standard Transaction Document Samples.7z - Friday March 22, 2024 21:13:26
- Requested Exceptions - DTNA - Requested Exceptions.7z - Thursday March 28, 2024 09:41:37
- Upload Additional Document - DTNA - Upload Additional Document.7z - Friday March 22, 2024 21:33:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Eugene Berg, Director - Vocational Sales, Daimler Truck North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

Prepared for:
Ryan Rucker
GADOAS FULTON COUNTY WATER SERVICES
141 Pryor Street SW
Atlanta, GA 30303
Phone: 229-520-9164

Prepared by:
Joshua Little
PEACH STATE TRUCK CENTERS
6535 CRESCENT DRIVE
NORCROSS, GA 30071
Phone: 7704495300

SOURCEWELL # 032824-DAI

QUOTATION

114SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

DETROIT DD13 GEN 5 12.8L 450 HP @ 1625 RPM, 1900 GOV RPM, 1550 LB/FT @ 975 RPM

ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

MERITOR RT-46-160 46,000# R-SERIES TANDEM REAR AXLE

HENDRICKSON RT463 @46,000# REAR SUSPENSION

DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE

20,000# FLAT LEAF FRONT SUSPENSION

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

5075MM (200 INCH) WHEELBASE

NO FIFTH WHEEL

7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

1775MM (70 INCH) REAR FRAME OVERHANG

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	145,921	$	145,921
EXTENDED WARRANTY		$	405	$	405
16' OX MAVERICK DUMP		$	28,224	$	28,224
CUSTOMER PRICE BEFORE TAX		**$**	***174,550***	**$**	***174,550***
TAXES AND FEES					
TAXES AND FEES		$	0	$	0
DOC FEE		$	200	$	200
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**174,750**	**$**	**174,750**

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

DAIMLER TRUCK

July 25, 2025

Fulton County Public Works
141 Pryor St. SW Ste. 6001
Atlanta, GA 30303

Subject: Authorized Freightliner and Western Star Dealer

To Whom it May Concern:

Peach State Truck Centers with its primary offices at 6535 Crescent Drive, Norcross, GA 30071 ("Dealer"), is an authorized independent dealer of Daimler products including Freightliner and Western Star branded trucks.

Peach State Truck Centers is an authorized dealer for Sourcewell Contracts #032824-DAI.

If you have any questions concerning Daimler Trucks or Freightliner and Western Star dealers, or require additional information, please contact me directly.

Sincerely,

Brian Caudell
Vocational District Sales Manager
Brian.Caudell@Daimlertruck.com

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency Public Works

Department/Agency Contact Information: Shandha Read

Cooperative Contract Number and Title: 10-Yard Dump Truck-Sourcewell Contract # 032824-DAI

Estimated Spending Request: $174,750.00

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

__X___ **Public Cooperative Entity** (EX: Omnia Partners, NASPO) **List Cooperative Entity: Sourcewell**	_____ **State of Georgia Statewide Contracts** (Department of Administrative Services)
_____ **Federal Government** (GSA Contract)	_____ **Other Governmental Entity** (Ex: City of Atlanta, Dekalb County) **List Government Entity:**

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.
   The Public Works Department, Water Division, is requesting approval to utilize the Sourcewell Cooperative Contract #032824-DAI for the purchase of a Freightliner 114SD Plus Conventional Chassis – 10 Yard Dump Truck**.**
   This purchase is justified under cooperative purchasing because Sourcewell contracts are competitively solicited in compliance with state and local procurement regulations and offer access to pre-negotiated pricing from reputable manufacturers.
   Using this contract will expedite the procurement process, ensure compliance with Fulton County's purchasing policies, and enable the Department to replace aging dump truck equipment critical for hauling soil, asphalt, and debris during water main repairs and replacement projects**.** The Freightliner 114SD Plus Conventional Chassis model aligns with the operational and safety requirements for the County's water distribution system maintenance activities.

2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:

A cost comparison was conducted between Sourcewell contract pricing and other available market options. The Sourcewell contract offered competitive pricing and favorable delivery terms without the added administrative time and cost of conducting a separate solicitation.

Key advantages include:

- Volume Purchasing Power**:** Sourcewell aggregates purchases from government entities nationwide, leveraging bulk pricing discounts that individual counties cannot achieve alone.
- Reduced Lead Time: The contract allows immediate ordering through a pre-approved vendor, which avoids extended bid and evaluation cycles.
- Service Delivery Advantage: Freightliner's authorized dealer network ensures local service and parts availability in Georgia, minimizing downtime and ensuring continuity of field operations.
- Market Research Conducted**:** Comparable 10-yard dump truck quotes from open-market vendors indicated pricing between $195,000 and $206,900 for similar configurations. The Sourcewell price of $174,750 represents a cost savings of approximately 10.4%– 15.2% while maintaining equivalent specifications and warranty coverage.

3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.

   The Sourcewell Contract #032824-DAI with Daimler Truck North America LLC was competitively solicited, publicly advertised, and awarded through Sourcewell' s cooperative purchasing process in compliance with applicable procurement laws.
   This contract remains active and valid through April 2028, and documentation confirming its competitive award process is publicly available on the Sourcewell website. The contract meets the County's requirements for transparency and fair competition.

4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.		

If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.		
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.		
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contact. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.		

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

_____ meets the requirements _____ does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent _____ Date _____
Chief Purchasing Agent _____ Date_____

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0120 **Meeting Date:** 4/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to promote Public Education regarding how to obtain voter identification; and for other purposes. **(Thorne) (HELD ON 3/4/26 AND 3/18/26) (FAILED ON 4/1/26)**

A RESOLUTION TO PROMOTE PUBLIC EDUCATION REGARDING HOW TO OBTAIN VOTER IDENTIFICATION; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners recognizes the importance of ensuring that all eligible residents have access to accurate information regarding voter registration and voter identification requirements; and

WHEREAS, voter identification is required under Georgia law for participation in certain voting processes, including in-person voting and absentee voting procedures; and

WHEREAS, possession of a government issued identification is not only essential for voting, but is also important for identity verification, accessing services, participating in civic duties, and complying with legal requirements, all of which play a crucial role in everyday life and societal functioning; and

WHEREAS, despite record turnout among people of color since the passage of Senate Bill 202 (SB 202), which was adopted by the Georgia General Assembly in 2021, voter identification continues to be cited as a form of voter suppression for people of color, recently married people changing their name, and young and elderly people with difficulty finding required documents; and

WHEREAS, according to the Pew Research Center, Rasmussen and Gallop polls, eighty percent (80%) of Americans favor voter identification; and

WHEREAS, providing clear and accessible public information regarding how to obtain voter identification helps promote civic participation and reduces confusion among voters; and

WHEREAS, the Board of Commissioners finds that providing neutral educational materials explaining how to obtain voter identification may assist residents in navigating voting requirements and accessing available resources; and

WHEREAS, Fulton County facilities that regularly serve members of the public provide appropriate locations for distributing general informational notices concerning public services and civic participation resources;

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs that each public facing Fulton County facility, as determined effective by Voter Education and Outreach, shall display a standardized informational notice providing guidance on how residents may obtain valid voter identification; and

BE IT FURTHER RESOLVED, that such notification shall include a Quick Response (QR) code linking to the most current voter identification information available on the Fulton County website; and

BE IT FURTHER RESOLVED, that the County Manager or designee, in coordination with appropriate County departments, shall ensure the creation, distribution, and maintenance of standardized information postings consistent with this Resolution; and

BE IT FURTHER RESOLVED, the departments responsible for public facing facilities shall ensure that such notices remain visible and accessible to the public and are updated as necessary to reflect current information; and

BE IT FURTHER RESOLVED, that nothing in this Resolution shall be construed to advocate for or against any political party, candidate, or ballot measure, and the

purpose of this Resolution is solely to provide public information regarding voter identification requirements and resources; and

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Bridget Thorne, Commissioner
(District 1)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

81 Y. Soo Jo, County Attorney

A RESOLUTION TO PROMOTE PUBLIC EDUCATION REGARDING HOW TO OBTAIN VOTER IDENTIFICATION; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners recognizes the importance of ensuring that all eligible residents have access to accurate information regarding voter registration and voter identification requirements; and

WHEREAS, identification is required under Georgia law for participation in certain voting processes, including in-person voting and absentee voting procedures; and

WHEREAS, according to the Pew Research Center, Rasmussen and Gallop polls, eighty percent (80%) of Americans favor voter identification requirements; and

WHEREAS, possession of a government issued identification is not only essential for voting, but is also important for identity verification, accessing services, participating in civic duties, and complying with legal requirements, all of which play a crucial role in everyday life and societal functioning; and

WHEREAS, the new requirements found in Senate Bill 202 (SB 202) and the SAVE Act have been cited as a form of voter suppression for people of color, recently married people changing their name, and young and elderly people with difficulty finding required documents; and

WHEREAS, despite stated concerns, people of color have voted in record number since the passage of Senate Bill 202 (SB 202), which was adopted by the Georgia General Assembly in 2021; and

WHEREAS, providing clear and accessible public information regarding the 10 forms of common identification that may be used; and

WHEREAS, voters who do not possess one of the acceptable forms of identification may receive a free voter identification card from the Fulton County Department of Registration and Elections or the Department of Driver Services; and

WHEREAS, the Board of Commissioners finds that providing neutral educational materials explaining what forms of identification may be used and how to obtain voter identification if needed may assist residents in navigating voting requirements and reducing any perceived barriers to voting; and

WHEREAS, Fulton County facilities that regularly serve members of the public provide appropriate locations for distributing general informational notices concerning public services and civic participation resources;

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs that each public facing Fulton County facility, as determined effective by Voter Education and Outreach, shall display a standardized informational notice providing guidance on how residents may obtain valid voter identification; and

BE IT FURTHER RESOLVED, that such notification shall include a Quick Response (QR) code linking to the most current voter identification information available on the Fulton County website; and

BE IT FURTHER RESOLVED, that the County Manager or designee, in coordination with appropriate County departments, shall ensure the creation, distribution, and maintenance of standardized information postings consistent with this Resolution; and

BE IT FURTHER RESOLVED, the departments responsible for public facing facilities shall ensure that such notices remain visible and accessible to the public and are updated as necessary to reflect current information; and

BE IT FURTHER RESOLVED, that nothing in this Resolution shall be construed to advocate for or against any political party, candidate, or ballot measure, and the purpose of this Resolution is solely to provide public information regarding voter identification requirements and resources; and

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Bridget Thorne, Commissioner
(District 1)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

A RESOLUTION TO PROMOTE PUBLIC EDUCATION REGARDING HOW TO OBTAIN VOTER IDENTIFICATION; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners recognizes the importance of ensuring that all eligible residents have access to accurate information regarding voter registration and voter identification requirements; and

WHEREAS, identification is required under Georgia law for participation in certain voting processes, including in-person voting and absentee voting procedures; and

WHEREAS, possession of a government issued identification is not only essential for voting, but is also important for identity verification, accessing services, participating in civic duties, and complying with legal requirements, all of which play a crucial role in everyday life and societal functioning; and

WHEREAS, voter identification requirements have been cited as a form of voter suppression for people of color, recently married people changing their name, and young and elderly people with difficulty finding required documents; and

WHEREAS, providing clear and accessible public information regarding the 10 forms of common identification that may be used; and

WHEREAS, voters who do not possess one of the acceptable forms of identification may receive a free voter identification card from the Fulton County Department of Registration and Elections or the Department of Driver Services; and

WHEREAS, the Board of Commissioners finds that providing neutral educational materials explaining what forms of identification may be used and how to obtain voter identification if needed may assist residents in navigating voting requirements and reducing any perceived barriers to voting; and

WHEREAS, Fulton County facilities that regularly serve members of the public provide appropriate locations for distributing general informational notices concerning public services and civic participation resources;

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs that each public facing Fulton County facility, as determined effective by Voter Education and Outreach, shall display a standardized informational notice providing guidance on how residents may obtain valid voter identification; and

BE IT FURTHER RESOLVED, that such notification shall include a Quick Response (QR) code linking to the most current voter identification information available on the Fulton County website; and

BE IT FURTHER RESOLVED, that the County Manager or designee, in coordination with appropriate County departments, shall ensure the creation, distribution, and maintenance of standardized information postings consistent with this Resolution; and

BE IT FURTHER RESOLVED, the departments responsible for public facing facilities shall ensure that such notices remain visible and accessible to the public and are updated as necessary to reflect current information; and

BE IT FURTHER RESOLVED, that nothing in this Resolution shall be construed to advocate for or against any political party, candidate, or ballot measure, and the purpose of this Resolution is solely to provide public information regarding voter identification requirements and resources; and

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Bridget Thorne, Commissioner
(District 1)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0220 **Meeting Date:** 4/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to establish a minimum annual funding level of two hundred fifty thousand dollars and zero cents ($250,000.00) for Quality Living Services, Inc., and Sadie G. Mays Health and Rehabilitation Center; and for other purposes. **(Arrington)**

A RESOLUTION TO ESTABLISH A MINIMUM ANNUAL FUNDING LEVEL OF TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($250,000.00) FOR QUALITY LIVING SERVICES, INC., AND SADIE G. MAYS HEALTH AND REHABILITATION CENTER; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners is authorized to allocate County funds to support programs and services that promote the health, safety, and welfare of County residents; and

WHEREAS, Quality Living Services, Inc., provides essential services that support seniors of Fulton County, including housing, social services, and cultural programs to enhance the quality of life for seniors; and

WHEREAS, Sadie G. Mays Health and Rehabilitation Center is a nursing facility that provides skilled nursing, rehabilitation, and healthcare services to residents in need of specialized medical care and supportive services; and

WHEREAS, these organizations play a vital role in the County's healthcare and human services network by delivering services that support and enhance the quality of life for individuals and families within the community; and

WHEREAS, the Fulton County Board of Commissioners recognizes the importance of ensuring stable and efficient funding for organizations that provide critical care and support services to residents who may otherwise lack access to such resources; and

WHEREAS, increasing annual funding to these organizations will help sustain and expand their capacity to meet the growing needs of the community; and

WHEREAS, the Fulton County Board of Commissioners finds that allocating a minimum level of annual funding will provide stable support and long-term planning for these service providers; and

WHEREAS, the Fulton County Board of Commissioners determines that providing financial support to these organizations serves a valid public purpose and contributes to the overall well being of Fulton County residents; and

WHEREAS, the Fulton County Board of Commissioners finds it in the best interest of the County to increase annual funding to Quality Living Services, Inc. and Sadie G. Mays Health and Rehabilitation Center to support their continued operation and service.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby establishes a minimum annual funding level of two hundred fifty thousand dollars and zero cents ($250,000.00) for both Quality Living Services, Inc., and Sadie G. Mays Health and Rehabilitation Center, subject to appropriation in the County's annual budget; and

BE IT FURTHER RESOLVED, that the County Manager, in coordination with the Department of Finance, shall identify and recommend an appropriate funding source within the County's annual budget, subject to approval by the Board of Commissioners, to support the funding established by this Resolution; and

BE IT FURTHER RESOLVED, that the Board of Commissioners shall review such funding annually as part of the County's budget process and may modify such funding levels as deemed appropriate; and

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____

Marvin S. Arrington, Jr., Commissioner
(District 5)

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0221 **Meeting Date:** 4/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval a Resolution directing the County Manager to identify funding in the amount of five hundred thousand dollars ($500,000.00) for the continuation of Fulton County's Summer Youth Internship Program; and for other purposes. **(Arrington)**

A RESOLUTION DIRECTING THE COUNTY MANAGER TO IDENTIFY FUNDING IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS ($500,000) FOR THE CONTINUATION OF FULTON COUNTY'S SUMMER YOUTH INTERNSHIP PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County has an interest in leading by example in workforce development and supporting initiatives that create opportunities for young residents to succeed; and

WHEREAS, the Fulton County Board of Commissioners is committed to supporting programs that promote workforce development, job readiness, and opportunities for young residents of Fulton County; and

WHEREAS, summer jobs programs and internships for youth are also important vehicles to help low-income and at-risk youth gain work experience, expand their social and professional networks, and engage in positive, constructive activities during times that would otherwise be unstructured; and

WHEREAS, the Fulton County Board of Commissioners recognizes the importance of continuing the Summer Youth Internship Program to benefit the County's youth and workforce; and

WHEREAS, the Summer Youth Internship Program provides valuable opportunities for participants to gain work experience, develop professional skills, and explore career pathways; and

WHEREAS, such programs provides early exposure to county government and local career opportunities which encourages participants to remain in or return to Fulton County for future employment; and

WHEREAS, the continuation of this program requires the identification and allocation of sufficient funding within the County's budget.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs the County Manager, in coordination with the Department of Finance and other relevant departments, to identify a funding source in the amount of five hundred thousand dollars ($500,000) within the County's budget to support the continuation of the Summer Youth Internship Program; and

BE IT FURTHER RESOLVED, that the County Manager shall present recommendations regarding such funding, including potential sources and implementation considerations, to the Board of Commissioners for review and approval; and

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Marvin S. Arrington, Jr., Commissioner
(District 5)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0222 **Meeting Date:** 4/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to support affordable housing in the English Avenue neighborhood by approving a grant from funds previously set aside to aid in the construction of North & Oliver Apartments, a 120-unit affordable multifamily development, and for other purposes. **(Barrett)**

REQUEST APPROVAL OF A RESOLUTION TO SUPPORT AFFORDABLE HOUSING IN THE ENGLISH AVENUE NEIGHBORHOOD BY APPROVING A GRANT FROM FUNDS PREVIOUSLY SET ASIDE TO AID IN THE CONSTRUCTION OF NORTH & OLIVER APARTMENTS, A 120-UNIT AFFORDABLE MULTIFAMILY DEVELOPMENT, AND FOR OTHER PURPOSES.

WHEREAS, Fulton County faces a growing housing affordability crisis, with thousands of low-income families, seniors, people with disabilities, and working households struggling to maintain stable and adequate housing due to rising rents, limited housing supply, and increasing cost burdens; and

WHEREAS, the Fulton County Commission is dedicated to addressing affordable housing by leveraging public-private partnerships, grant programs, and other tools that make the most efficient use of taxpayer dollars; and

WHEREAS, OaksATL and Westside Future Fund have partnered with Blue Ridge Atlantic Development to form North & Oliver Apartments, LLC to address the community's needs for affordable housing by developing a new 120-unit apartment building in which all units are guaranteed affordable for 30 years and in which 96 of those units are at 60% AMI or below; and

WHEREAS, North & Oliver Apartments will be new construction on a currently vacant lot which will not displace any legacy residents; and

WHEREAS, the funding sources for North & Oliver budget of $47.2M include Permanent Debt of $12,500,000 (26.5%), Federal Tax Credit Equity $16,992,749 (36%), State Tax Credit Equity $10,669,866 (22.6%), Other Equity $2,159,680 (4.6%), Deferred Developer Fee $850,285 (1.8%), and a Westside Tax Allocation District (TAD) Grant $4,000,000 (8.5%); and

WHEREAS, the Fulton County portion of the Westside TAD Grant which has been approved for this affordable housing project is $1,000,000 (or 2.1% of the total investment); and

WHEREAS, the Westside TAD Grant funding is necessary in its entirety to ensure the project qualifies for the needed state and federal tax credits; and

WHEREAS, the $1,000,000 portion of the Westside TAD Grant that would come from Fulton County's tax increment is already being held by Invest Atlanta, does not impact Fulton County's 2026 budget, and cannot be repurposed by Fulton County for any other purpose through 2038.

WHEREAS, pursuant to Resolution 98-1452, adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008, collectively, the "County Resolution," the Board of Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to review by Fulton County; and

WHEREAS, Fulton County is a party to the bond obligations committed to by the Westside TAD and as such, must continue to contribute its tax increment payments to the Westside TAD until such bond obligations are paid in full through 2038; and

WHEREAS, the Fulton County Board of Commissioners recognizes that the highest and best use of all tax increment dollars contributed to the Westside TAD is to

fund projects that will grow the tax base, address affordability, and protect and strengthen Westside Atlanta communities.

NOW, THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners hereby consents to the use of $1,000,000 of its Westside TAD tax increment dollars to be granted to North & Oliver Apartments, LLC for the construction of 120 affordable housing units in the English Avenue Neighborhood as described herein.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 15th day of April 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

North & Oliver - 120 Unit of Affordable Housing

851 North Ave, NW - Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

Summary: To authorize the release of $1M of the Fulton County Increment set aside in the Westside TAD Ascension Grant to aid in the construction of a new 120 unit affordable housing development in the English Avenue Neighborhood.

Location 851 North Avenue NW, Atlanta, GA 30318 **Council District:** 3 **NPU:** L **APS District:** 2 **Fulton County District:** 6

Type Multifamily

Ownership Entity North & Oliver Apartments, LLC

Developer Blue Ridge Atlantic Development, Westside Future Fund, Inc. and oaksATL Inc.

Timeline **Construction Period:** 18 Months
Estimated Completion: 2028

Description Norrth & Oliver Apartments will be developed in partnership with the Westside Future Fund, Inc. ("WFF"), oaksATL Inc. ("oaks")., and Blue Ridge Atlantic Development, LLC ("BRAD). This development represents years of work by WFF and oaks to assemble the land and engage with existing English Avenue residents to better understand their vision for the community.

Unit Mix

AMI	# of Units	Unit Floorplan	Unit Size	Unit Rental
25 units 50% AMI or below				
30%*	12	1 BR	750	$1,175
	6	2 BR	1,000	$1,400
	7	3 BR	1,200	$1,605
71 units 60% AMI or below				
60%	35	1 BR	750	$1,175
	21	2 BR	1,000	$1,400
	15	3 BR	1,200	$1,605
24 units 80% AMI or below				
80%	10	1 BR	750	$1,390
	8	2 BR	1,000	$1,660
	6	3 BR	1,200	$1,905
Total Units:	**120**			

Community Benefits

- These housing options contribute to greater stability for families, fostering a stronger and more engaged community.
- Supports ongoing investment in the English Avenue Neighborhood.
- Increases Tax Revenue

**NOTE: The units will be supported by Atlanta Housing Rental Assistance Demonstration (RAD) vouchers; Residents will not pay more than 30% of their income.*

North & Oliver - 120 Unit of Affordable Housing

851 North Ave, NW - Fulton County District 6

Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

Developer Summary

Blue Ridge Atlantic is a vertically integrated real estate development firm that specializes in new construction, acquisition/substantial rehabilitation, master planning, asset management, and construction throughout the southeast. Focusing on affordable housing for families, America's workforce, and seniors, we believe in offering class.

Amenities

Community building, exterior gathering area, central laundry facility, youth soccer field, a park, fitness center and arts and craft center.

Affordability Period

30 years

Financing Parties

URFA (tax-exempt bonds), ADA (Westside TAD Ascension Grant), DCA (tax credits), Lument (Permanent Lender, Hudson Housing Capital (State LIHTC Investor)

DEVELOPMENT BUDGET:

Sources

Tax Exempt Loan	$12,750,000
Construction Loan	$22,500,000
Westside TAD Ascension Grant	$4,000,000
Federal Tax Credit Equity	$4,248,187
State Tax Credit Equity	$2,667,466
Other Equity	$800,000
Deferred Developer Fee	$206,926
Total Construction Sources	**$47,172,580**

Permanent Debt	$12,500,000
Westside TAD Ascension Grant	$4,000,000
Federal Tax Credit Equity	$16,992,749
State Tax Credit Equity	$10,669,866
Other Equity	$2,159,680
Deferred Developer Fee	$850,285
Total Permanent Sources	**$47,172,580**

Uses

Acquisition	$4,882,778
Hard Costs	$28,718,364
Contingency	$1,392,424
Soft Costs	$1,795,100
Financing	$604,215
Interim Expenses	$4,526,563
Syndication Expenses	$55,500
Reserves	$2,557,637
Developer Fee	$2,640,000
Total Uses	**$47,172,580**

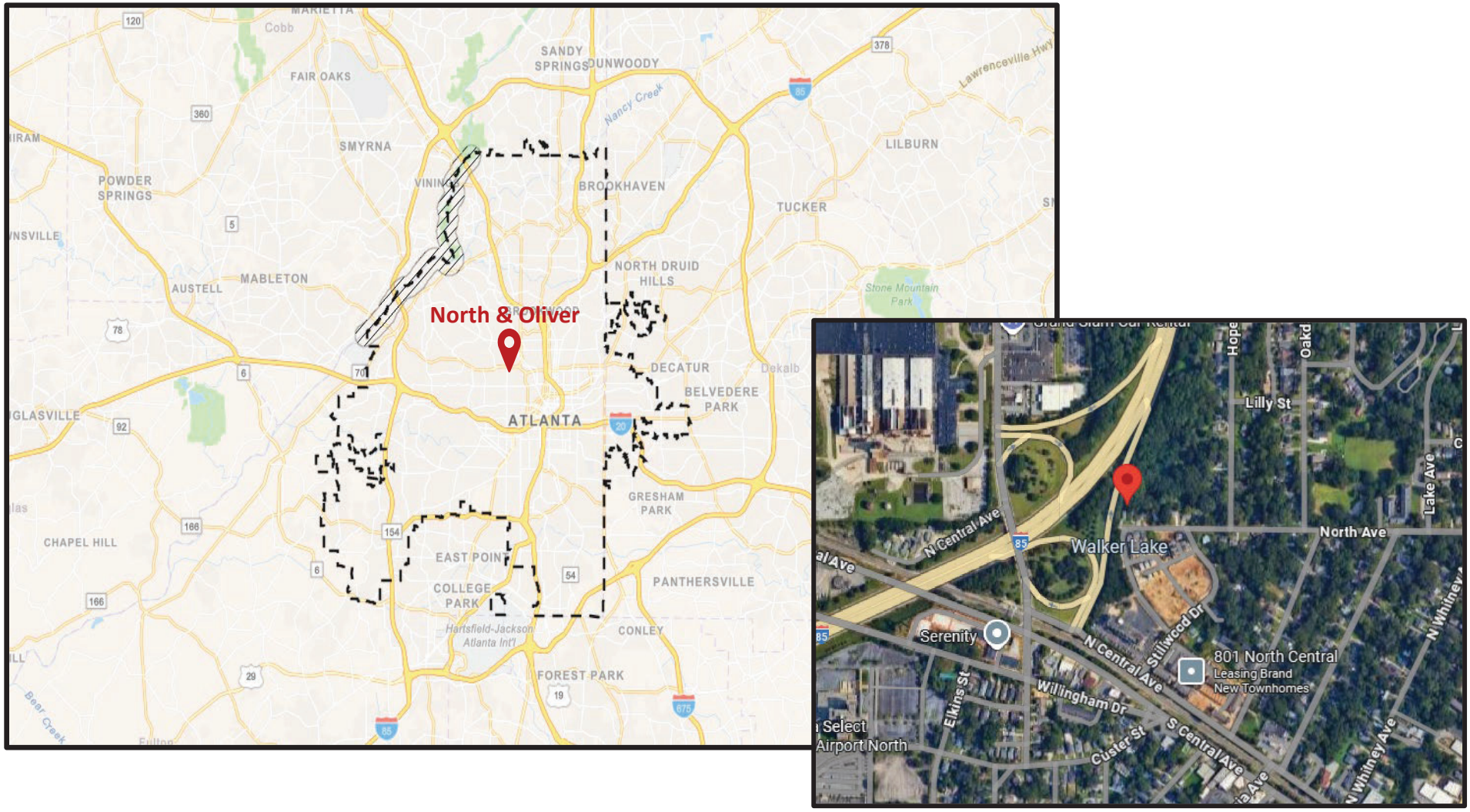
North & Oliver - 120 Unit of Affordable Housing

851 North Ave, NW - Fulton County District 6

Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

---

PROJECT LOCATION MAP



North & Oliver - 120 Unit of Affordable Housing
851 North Ave, NW - Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

PRE-DEMOLITION SITE PHOTOS

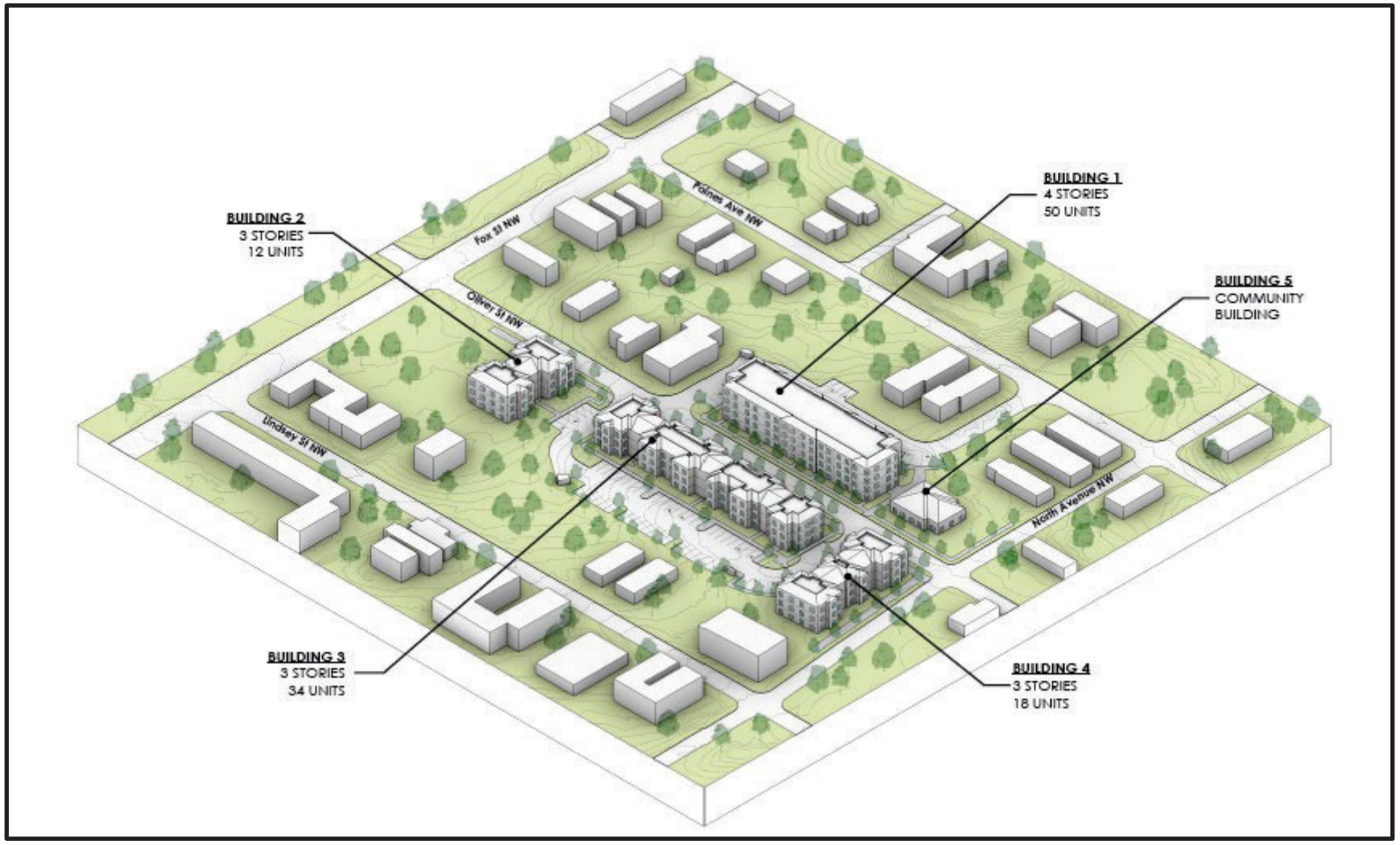






North & Oliver - 120 Unit of Affordable Housing
851 North Ave, NW - Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

PROJECT SITE PLAN



North & Oliver - 120 Unit of Affordable Housing
851 North Ave, NW - Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

CONCEPT PHOTOS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0223 **Meeting Date:** 4/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution amending Personnel Procedure 205-16 regarding paid parental leave to provide up to twelve (12) workweeks of paid parental leave to eligible employees; and for other purposes. **(Pitts)**

A RESOLUTION AMENDING PERSONNEL PROCEDURE 205-16 REGARDING PAID PARENTAL LEAVE TO PROVIDE UP TO TWELVE (12) WORKWEEKS OF PAID PARENTAL LEAVE TO ELIGIBLE EMPLOYEES; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners is responsible for establishing and maintaining personnel policies governing County employees; and

WHEREAS, the County seeks to maintain a competitive and supportive workplace that promotes employee well-being, recruitment, and retention; and

WHEREAS, paid parental leave polices support employees during significant life events, including the birth, adoption, or placement of a child, and contribute to workforce stability and productivity; and

WHEREAS, the Fulton County Board of Commissioners recognizes that enhancing paid parental leave benefits may improve employee morale, reduce turnover, and support the County's ability to attract and retain a qualified workforce; and

WHEREAS, the Fulton County Board of Commissioner also recognizes the importance of allowing parents a paid parental leave to care for and bond with a newborn during a critical period of family development; and

WHEREAS, Personnel Procedure 205-16 currently governs paid parental leave and provides up to eight (8) workweeks of paid parental leave to eligible employees; and

WHEREAS, the Board of Commissioners recognizes that a growing number of public-sector employers have adopted policies providing up to twelve (12) weeks of paid parental leave, including the federal government pursuant to the Federal Employee Paid Leave Act, as well as state and local jurisdictions such as the States of New York, Michigan, and Arizona; King County, Washington; the City of Cleveland, Ohio; the City

of Louisville, Kentucky; and certain large county governments including Cook County, Illinois, Montgomery County, Pennsylvania, and Harris County, Texas, thereby reflecting an emerging national standard for competitive employee benefits; and

WHEREAS, the Board further recognizes that the State of Georgia currently provides six (6) weeks of paid parental leave to eligible employees, and that increasing Fulton County's paid parental leave benefit to twelve (12) weeks would position the County as a leader within the State of Georgia and the southeastern United States, enhancing its ability to recruit and retain a high-performing workforce;

WHEREAS, the Board finds it appropriate to amend Personnel Procedure 205-16 to increase the amount of paid parental leave available to eligible employees to up to twelve (12) workweeks.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby amends Personnel Procedure 205-16 to provide up to twelve (12) workweeks of paid parental leave for eligible employees, subject to the terms and conditions set forth in the policy; and

BE IT FURTHER RESOLVED, that the Human Resources Department is hereby directed to revise and update Personnel Procedure 205-16 to reflect the changes authorized by this Resolution and to ensure consistency with applicable County policies; and

BE IT FURTHER RESOLVED, that the County Manager, in coordination with the Department of Finance, shall identify any necessary funding or budgetary adjustments associated with the implementation of the amended parental leave policy; and

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners, and that all resolutions and parts of resolutions in conflict with Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Robb Pitts, Chairman
(At-Large)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0224 **Meeting Date:** 4/15/2026

Department
External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation: 2027 Legislative Update.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Approve Presentation

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work:

Presentation of 2026 Legislative Update

Fiscal Impact / Funding Source

Funding Line 1:

n/a