



**Supplier Response  
to  
RFP #22-07: Cleaning Supplies,  
Equipment and Custodial Related Products,  
Services and Solutions**

**Prepared for:**

**Fresno Unified School District**

**Submitted:**

**June 2022**

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**FACILITIES MAINTENANCE**

3400 Cumberland Blvd.

Atlanta, GA 30339

[www.hdsupplysolutions.com](http://www.hdsupplysolutions.com)

June 29, 2022

Marisa Thibodeaux

Buyer

Fresno Unified School District

Purchasing Services

4498 N. Brawley

Fresno, California 93722

Dear Ms. Thibodeaux,

As a long-term supplier of the Fresno Unified School District (the District), HD Pro Institutional, powered by HD Supply, is pleased to respond to the District's RFP 22-07 Request for Proposal for **CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS**. We welcome the opportunity to continue to partner with your organization in meeting your Cleaning Supply and Custodial needs. Our know-how in successfully serving your organization and our commitment to providing industry-leading products and services fuels our singular focus of making a positive difference for our clients, in order to enhance the health, safety and perception of your facilities.

Furthermore, the HD Pro Institutional, powered by HD Supply, long-running partnership with OMNIA Partners gives us the experience to directly support the District's intent to allow other national OMNIA participating agencies to benefit from the resulting contract from this solicitation.

For clarification, throughout this proposal you will see HD Pro Institutional referred to as HD Pro Institutional, powered by HD Supply. The reason for this is in December 2020 The Home Depot, Inc. acquired HD Supply. This acquisition brought together the two industrial leaders, HD Pro (formerly Interline Brands) and HD Supply, thus establishing a standalone brand for our wholesale business and reaffirming our commitment to serving the unique needs of our customers. HD Supply is in the process of fully integrating the HD Pro business, but there are some capabilities and services that are unique to HD Pro Institutional that we want to ensure are specifically called out.

HD Pro Institutional, powered by HD Supply, believes we have unique capabilities that set us apart from the competition. These include:

### **Next-Day Delivery on Most Products to Most Areas**

No minimum order is required to reduce your inventory costs. We have a best-in-class distribution network enabling fast, on-time delivery, supported by our fleet of over 1,200 delivery trucks that will soon increase in size with an additional 600+ currently on order. We manage every step of the supply chain from procurement of product through the pick, pack, and ship process from 76 North American distribution centers dedicated to cleaning supplies, equipment and custodial-related products. Employees in our distribution centers go through extensive training, quality, and safety checks to ensure orders are processed quickly, accurately, and safely and delivered on-time to our customers.

### **Dedicated Support Team**

Our dedicated National Account team will continue to oversee implementation, communication, and account management nationally with the primary role to manage daily needs and serve as main points of contact for the contract nationwide. The National Accounts team will meet formally with Fresno Unified School District / OMNIA Partners for a Quarterly Business Review to support the success of the program and to review continuous improvement opportunities. The Account Management team is supported by a team of Field Account Representatives across the country who provide personalized service to the individual participating agencies.

### **E-Procurement Solutions**

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

### **Environmental Sustainability Initiatives**

Recognizing the critical need to protect the environment, HD Pro Institutional, powered by HD Supply, has incorporated sustainable practices. Our goal is to offer our customers the opportunity to reduce their impact on the environment. With thousands of green products available (including Energy Star, WaterSense and Green Seal), HD Pro Institutional, powered by HD Supply, can meet all your product needs. HD Pro Institutional, powered by HD Supply, can provide monthly reporting in support of any internal District/Agency green initiatives.

### **Exclusive Warranties**

HD Pro Institutional, powered by HD Supply, provides all transferrable manufacturers' standard warranties. We have also negotiated exclusive warranties in key categories for our customers.

### **Renovations/Installations**

HD Pro Institutional, powered by HD Supply, offers a wide variety of renovations and installation services in specific markets. Through this contract, HD Pro Institutional, powered by HD Supply, would offer dispenser installation and restroom upgrades.

Per the requirements set forth in the Fresno Unified School District RFP, this proposal shall remain valid for 90 calendar days from bid opening. Additionally, under the context of this RFP, HD Pro Institutional, powered by HD Supply, understands that all exceptions must be stated clearly. We request the attached exceptions for HD Pro Institutional, powered by HD Supply, be discussed if we are awarded the contract.

Please contact me directly with any need for clarification or questions.

Sincerely,



Alyssa Steele

Chief Customer Officer

Phone: 770.261.5686

Email: [alyssa.steele@hdsupply.com](mailto:alyssa.steele@hdsupply.com)



FACILITIES MAINTENANCE

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June 24, 2022

Fresno Unified School District

Request for Proposal, **RFP No. 22-07**

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

Under the context of a Request for Proposal from Fresno Unified School District (**RFP No. 22-07**) for CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS, HD Supply Facilities Maintenance, Ltd. ("HDSFM") understands it cannot modify the RFP documents and provided agreement. We request the following exceptions for HD Supply Facilities Maintenance, Ltd. to be discussed if it is awarded the contract. In order to avoid any confusion in our request, this document is formatted to show that (for the section referenced in the left column) anything in [brackets] under "Fresno USD request" has been removed by HD Supply, and anything that is underlined under "HDSFM exception" has been added by HD Supply to the referred section in the left column. Simply, the language under "Fresno USD request" in all sections referred to in the left column is what Fresno Unified School District provided in the RFP, and the language under "HDSFM exception" in all sections referred to in the left column is the change that HD Supply would like to make to that section.

Document	Exception Request
<b>II. GENERAL TERMS AND CONDITIONS, SECTION E: DEFAULT BY CONTRACTOR</b>	<p><b>Fresno USD request:</b> The DISTRICT shall hold the proposer(s) responsible for [any] damage] which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the DISTRICT may, [upon] written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. [Any extra cost incurred by such default may be collected by the DISCTRICK from the proposer or deducted from any funds due the proposer.]</p> <p><b>HDSFM exception:</b> The DISTRICT shall hold the proposer(s) responsible for <u>actual and direct general damages</u>—<del>damage</del> which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the materials, supplies or</p>

	<p>services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the DISTRICT may, <u>after providing written notice and <del>reasonable opportunity</del> thirty (30) days from such notice</u> to cure to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. [Omit last sentence]</p>
<p><b>II. GENERAL TERMS AND CONDITIONS, SECTION F: COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE</b></p>	<p><b>Fresno USD request:</b> The successful proposer(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may [arise from] bidder's operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a <b>comprehensive general liability and automobile policy</b> utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident [with no annual aggregate limit]. Property damage limits shall be \$500,000 per loss. <b>FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be [named] as an additional insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance.</b> Insurance Accord shall state "<i>All operations resulting from informally or formally quoted projects</i>". Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).</p> <p><b>HDSFM exception:</b> The successful proposer(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may <u>be caused by</u> bidder's operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a <b>comprehensive general liability and automobile policy</b> utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident, <u>as well as an umbrella or excess liability policy with a limit of Five Million Dollars (\$57,000,000.00).</u> Property damage limits shall be \$500,000 per loss. <b>FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be <u>included</u> as an additional insured on the policies by separate, <u>scheduled or blanket</u>, endorsement that shall be attached to the contract as proof of insurance.</b> Insurance Accord shall state "<i>All operations resulting from informally or formally quoted</i></p>

	<p><i>projects</i>". Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).</p>
<p><b>II. GENERAL TERMS AND CONDITIONS, SECTION G: INVOICES AND PAYMENTS</b></p>	<p><b>Fresno USD request:</b> Unless otherwise specified, the successful proposer(s) shall render invoices [in duplicate] for materials delivered or services performed under the contract, to the Accounting Department of the DISTRICT, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful Firm(s) shall list [separately any] taxes [PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon]. The DISTRICT shall make payment for materials, supplies, or services furnished under the contract within [a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized DISTRICT Representative]</p> <p><b>HDSFM exception:</b> Unless otherwise specified, the successful proposer(s) shall render invoices for materials delivered or services performed under the contract, to the Accounting Department of the DISTRICT, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful Firm(s) shall list taxes. The DISTRICT shall make payment <u>for undisputed amounts</u> for materials, supplies, or services furnished under the contract within <u>thirty (30) days from the date of</u> the invoices. [Omit "by the authorized DISTRICT Representative"]</p>
<p><b>II. GENERAL TERMS AND CONDITIONS, SECTION H(A): MISCELLANEOUS PROVISIONS – ASSIGNMENT OF CONTRACTS</b></p>	<p><b>Fresno USD request:</b> The successful Firm shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the DISTRICT.</p> <p><b>HDSFM exception:</b> The successful Firm shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations <u>other than to an affiliate or successor of Firm</u> without the prior written consent of the DISTRICT, <u>which consent shall not be unreasonably withheld.</u></p>
<p><b>II. GENERAL TERMS AND CONDITIONS, SECTION H(E): MISCELLANEOUS PROVISIONS – ENTIRE AGREEMENT (signature?)</b></p>	<p><b>Fresno USD request:</b> This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by [its terms and conditions <u>as</u> stated in] the RFP.</p> <p><b>HDSFM exception:</b> This proposal and all attachments thereto constitutes the entire agreement between the parties. There are</p>

	<p>no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by <u>Proposer's submittal to the RFP</u>.</p>
<p><b>II. GENERAL TERMS AND CONDITIONS, SECTION H(G): MISCELLANEOUS PROVISIONS – HOLD HARMLESS CLAUSE</b></p>	<p><b>Fresno USD request:</b> The successful proposer agrees to indemnify, defend and save harmless Fresno Unified School DISTRICT, its governing board, related divisions and entities, officers, [agents] and employees from and against [any and all] claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, it's officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property [as a result of, arising out of, or in any manner connected with] the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, [expecting only] liability arising out of the negligence of the DISTRICT.</p> <p><b>HDSFM exception:</b> The successful proposer agrees to indemnify, defend and save harmless Fresno Unified School DISTRICT, its governing board, related divisions and entities, officers, and employees from and against <del>actual and direct</del> claims, demands, losses, defense costs, or liability which the DISTRICT, it's officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property <u>to the extent caused by the negligent acts or willful misconduct by the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting</u> liability arising out of the negligence of the DISTRICT.</p>
<p><b>II. GENERAL TERMS AND CONDITIONS, SECTION H(H): MISCELLANEOUS PROVISIONS – LAW</b></p>	<p><b>Fresno USD request:</b> In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.</p> <p><b>HDSFM exception:</b> In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, <u>Proposer shall use commercially reasonable efforts to ensure that</u> all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.</p>
<p><b>II. GENERAL TERMS AND CONDITIONS, SECTION H(L): MISCELLANEOUS PROVISIONS – TERMINATION WITHOUT CAUSE</b></p>	<p><b>Fresno USD request:</b> This Agreement may be terminated by <del>the DISTRICT</del> upon giving sixty (60) calendar days advance written notice of an intention to terminate.</p> <p><b>HDSFM exception:</b> This Agreement may be terminated by <u>the DISTRICT</u><del>either party</del> upon giving sixty (60) calendar days</p>

	advance written notice of an intention to terminate, <u>and by the bidder upon giving ninety (90) calendar days' advance written notice of an intention to terminate to the other party.</u>
<b>II. GENERAL TERMS AND CONDITIONS, SECTION H(M): MISCELLANEOUS PROVISIONS – STUDENT SAFETY (FINGERPRINTING)</b>	<p><b>Fresno USD request:</b> Requirements for Contact with Students: Vendor shall comply with Education Code section 45125.2 and this Article. [DISTRICT Processing to Department of Justice: If Vendor is required to receive verification for an employee, agent or subcontractor from the Department of Justice pursuant to this Article or the Education Code, Vendor will have individual(s) processing submitted through the DISTRICT to the Department of Justice using the DISTRICT'S fingerprinting hardware and materials. The DISTRICT will charge for such assistance at its standard rates charged to its own employees. Department of Justice clearance process through any other agency will not be accepted by the DISTRICT]</p> <p><b>HDSFM exception:</b> Requirements for Contact with Students: Vendor shall comply with Education Code section 45125.2 and this Article. [Omit rest of section]</p>
<b>II. GENERAL TERMS AND CONDITIONS, SECTION H(N): MISCELLANEOUS PROVISIONS – LIMITATION OF LIABILITY</b>	<p><b>Fresno USD request:</b> (Added to RFP by HD Supply)</p> <p><b>HDSFM request:</b> <u>To the extent permitted by law, Vendor shall not be liable to the District for any incidental, indirect, punitive, consequential damages such as loss of profits or delay damages, or for any claim that is properly brought only against a third party manufacturer, or any amount exceeding two million dollars (\$2,000,000). All claims must be brought within one year of the accrual of the cause of action.</u></p> <p><del>TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL VENDOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY VENDOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO VENDOR FOR GOODS FURNISHED TO DISTRICT THAT ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF ACCRUAL OF A CAUSE OF ACTION.</del></p>

**II. GENERAL TERMS AND  
CONDITIONS, SECTION H(O):  
MISCELLANEOUS PROVISIONS –  
WARRANTY**

**Fresno USD request:** (Added to RFP by HD Supply)

**HDSFM request:** Seller is a reseller of Goods and, except for Goods Seller procures from its own or affiliate manufacturing/production sources (i.e., “Private Label” items). Seller does not provide any warranty for the Goods procured from third party manufacturing/production sources (“Third Party Sources”). For items provided hereunder from Third Party Sources, Seller shall pass through to Buyer any transferable manufacturer’s standard warranties. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, AS TO GOODS PROVIDED FROM THIRD PARTY SOURCES, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. BUYER AND PERSONS CLAIMING THROUGH BUYER (COLLECTIVELY “CLAIMANT”) SHALL SEEK RECOURSE ONLY FROM THE RELEVANT THIRD PARTY SOURCE IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, UNLESS RECOURSE AGAINST SELLER IS APPROPRIATE UNDER THE CIRCUMSTANCES (E.G., DUE TO HANDLING OR TRANSPORTATION OF SUCH GOODS). NOTWITHSTANDING THE FOREGOING, THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS PROCURED FROM THIRD PARTY SOURCES. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES REGARDING GOODS FROM THIRD PARTY SOURCES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MISUSE, ALTERATION OR MODIFICATION OF GOODS. SELLER DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.~~Seller is a reseller of Goods only, and as such does not provide any warranty for the Goods it supplies hereunder. Notwithstanding this As Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to Goods purchased hereunder. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. BUYER AND PERSONS CLAIMING THROUGH BUYER (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR~~

	<p><del>DEFECTIVE GOODS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF GOODS, USE, MISUSE, ALTERATION OR MODIFICATION OF GOODS, OR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER. SELLER DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.</del></p>
<p><b>III. SPECIAL TERMS AND CONDITIONS, SECTION 2: PRICING CONDITIONS</b></p>	<p><b>Fresno USD request:</b> For the [first calendar year] of the Contract, pricing will be fixed at the proposal pricing. [Ninety (90) calendar days prior to the expiration of the fixed pricing term, the Firm may submit proposed pricing revisions for the following year, which will be subject to negotiation by Fresno Unified School DISTRICT at the DISTRICT's discretion. The Firm must provide adequate documentation to substantiate any request for price increase]. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. [Contractor may offer Participating 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].</p> <p><b>HDSFM exception:</b> Net pricing will remain fixed from September 1, 2022 until August 31, 2023. (HD Supply has found the following information to be <b>CONFIDENTIAL</b>:</p> <div data-bbox="685 1465 1445 1640" data-label="Image"> </div> <p>(End of <b>CONFIDENTIAL</b> information): In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. [Omit rest of section].</p>
<p><b>III. SPECIAL TERMS AND CONDITIONS, SECTION 3: MINIMUM WAGE CONDITION</b></p>	<p><b>Fresno USD request:</b> [In the event the] Contractor [is required by] the Federal Government [to increase the] minimum wage, [then the minimum wage and salary rates paid to the Contractor</p>

	<p>employees shall be subject to negotiation between the Contractor and the DISTRICT].</p> <p><b>HDSFM exception:</b> Contractor <u>shall use commercially reasonable efforts to comply with the Federal Government's minimum wage requirement.</u></p>
<p><b>III. SPECIAL TERMS AND CONDITIONS, SECTION 4: EXECUTION OF CONTRACT</b></p>	<p><b>Fresno USD request:</b> A Board approved notification will be issued upon Fresno USD Board award. Purchase Order(s) issued against the RFP shall be proof of the District acceptance to Vendor's/Firm's offer to provide services to the District per the pricing, and subject to the [terms and conditions of] the RFP. Only services listed in submitted fee schedules may be billed against Purchase orders issued for this RFP.</p> <p><b>HDSFM exception:</b> A Board approved notification will be issued upon Fresno USD Board award. Purchase Order(s) issued against the RFP shall be proof of the District acceptance to Vendor's/Firm's offer to provide services to the District per the pricing, and subject to the <u>RFP and Vendor's/Firm's offer to provide services in response to the RFP. In the event of a conflict between the RFP and Vendor's/Firm's offer to provide services in response to the RFP, the final agreed to RFP response shall prevail.</u> Only services listed in submitted fee schedules may be billed against Purchase orders issued for this RFP.</p>
<p><b>IV. INTRODUCTION, SECTION 2: DESIRED SERVICES (first sentence)</b></p>	<p><b>Fresno USD request:</b> Fresno Unified School District, CA (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations [herein "Participating Public Agencies"] is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions</p> <p><b>HDSFM exception:</b> Fresno Unified School District, CA (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions</p>
<p><b>IV. INTRODUCTION, SECTION 3: SCOPE OF WORK (Complete Product Offering/Balance of Line)</b></p>	<p><b>Fresno USD request:</b> The contract term shall be for a 3-year term. Pricing [will] be [fixed for the first 12 months with an option to increase/decrease pricing annually]. [Written requests for price adjustment must be received in Fresno Unified Purchasing Department prior to 90 calendar days of Board award anniversary date. Requests for price adjustments must be supported by justification]. The District reserves the right to accept or reject price adjustments and remove a Firm from prequalified status for any reason that are in the best interest of the District. [Price</p>


	<p>adjustments must be approved by the Executive Director of Purchasing]. In fulfilling its duties under the contract, the vendor and all its personnel will be required to [comply] with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over vendor and its personnel, including but not limited to the Department of Consumer Affairs of the State of California. It will be vendors obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to [comply] will be considered a material breach of the contract and grounds for its termination at the District's option.</p> <p><b>HDSFM exception:</b> The contract term shall be for a 3-year term. Please see Exhibit 1 (attached). HD Pro Institutional, powered by HD Supply, offers net pricing, which will remain fixed from September 1, 2022, until August 31, 2023. (HD Supply has found the following information to be <b>CONFIDENTIAL</b>):</p> <div data-bbox="686 772 1446 1182" data-label="Image"> </div> <p>.(End of <b>CONFIDENTIAL</b> information):</p> <p><u>Additionally, the product category discount sheet will be made available to all Participating Agencies upon request.</u> District reserves the right to accept or reject price adjustments and remove a Firm from prequalified status for any reason that are in the best interest of the District. In fulfilling its duties under the contract, the vendor and all its personnel will be required to <u>use commercially reasonable efforts to ensure compliance</u> with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over vendor and its personnel, including but not limited to the Department of Consumer Affairs of the State of California. It will be vendor's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to <u>ensure compliance</u> will be considered a material breach of the contract and grounds for its termination at the District's option.</p>
<p><b>V. RFP SUBMITTAL FORMAT: PRICING</b></p>	<p><b>Fresno USD request:</b> [Suppliers shall fill out and return Attachment # 2 Sample Pricing Form for Evaluation (located in documents on Procurement) which includes the catalog price and % discount on the top items used by the district. Supplier</p>

	<p>shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. In addition, suppliers shall provide pricing based on a discount from a manufacturer's price list or vendor catalog and title the pdf Exhibit 1 (see below items to be included). Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum. The Contractor must hold the, proposed price list firm for the first 12 months after the contract award]. Include an electronic copy of your price catalog from which discount is calculated.]</p> <p><b>HDSFM exception: (HD Supply has found the following information to be <b>CONFIDENTIAL</b>):</b></p> <div data-bbox="686 863 1430 972" style="background-color: black; height: 50px; width: 100%;"></div> <div data-bbox="686 1001 1438 1444" style="background-color: black; height: 210px; width: 100%;"></div> <p><b>(End of <b>CONFIDENTIAL</b> information):</b></p> <p><u>Additionally, the product category discount sheet will be made available to all Participating Agencies upon request.</u></p>
<p><b>V. RFP SUBMITTAL FORMAT: PRICING (After Exhibit Listing)</b></p>	<p><b>Fresno USD request:</b> Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. [Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements</p>

	<p>applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit].</p> <p><b>HDSFM exception:</b> Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. [Omit rest of section].</p>
<b>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 1.2 (Last Paragraph):</b>	<p><b>Fresno USD request:</b> 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).</p> <p><b>HDSFM exception:</b> Suppliers are required to pay an Administrative Fee of <u>two (2%)</u> of the Contract Sales under the Master Agreement. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).</p>
<b>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 1.5(B): OBJECTIVES OF COOPERATIVE PROGRAM</b>	<p><b>Fresno USD request:</b> [Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide].</p> <p><b>HDSFM exception:</b> <u>Publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees</u></p>
<b><u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 2.1: CORPORATE COMMITMENT</u></b> <b><u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 2.0: REPRESENTATIONS AND COVENANTS</u></b>	<p><b><u>Fresno USD request:</u></b> <u>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.</u></p>

	<p><b><u>HDSFM exception:</u></b> 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 a “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to 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.<del><b><u>Fresno USD request:</u></b> 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.</del></p> <p><del><b><u>HDSFM exception:</u></b> 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 as set forth in the OMNIA Partners Administration Agreement (Exhibit “B”) designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.</del></p>
<p><b><u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 2.2: PRICING COMMITMENT</u></b></p>	<p><b><u>Fresno USD request:</u></b> 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.</p> <p><b><u>HDSFM exception:</u></b> Supplier commits the not-to-exceed pricing provided under the Master Agreement is its best overall value 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</p>

	<p><u>contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.</u></p>
<p><b><u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 2.3: SALES COMMITMENT</u></b></p>	<p><b><u>Fresno USD request:</u></b> 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.</p> <p><b><u>HDSFM exception:</u></b> Supplier commits to aggressively market the Master Agreement as a 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.</p>
<p><b><u>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 3.3(A): MARKETING AND SALES</u></b></p>	<p><b><u>Fresno USD request:</u></b> 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:</p> <ul style="list-style-type: none"> <li>i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days</li> <li>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</li> </ul> <p><b><u>HDSFM exception:</u></b> Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees to include, but not limited to:</p>

	<p>i. Executive leadership endorsement and sponsorship of the award as <u>available</u> the public sector go-to-market strategy within first 10 days</p> <p>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</p>
<b>EXHIBIT A, RESPONSE FOR NATIONAL CO-OP CONTRACT, SECTION 3.3(B): MARKETING AND SALES: (First Paragraph)</b>	<p><b>Fresno USD request:</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:</p> <p><b>HDSFM exception:</b> Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to <u>publicize and promote availability</u> 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:</p>
<b>ADMINISTRATIVE FEE, REPORTING &amp; PAYMENT, SECTION 12 (First Sentence Only)</b>	<p><b>Fresno USD request:</b> An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of [three] percent [(3%)] ("<b><u>Administrative Fee Percentage</u></b>") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, 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) ("<b><u>Contract Sales</u></b>").</p> <p><b>HDSFM exception:</b> </p>
<b>GENERAL PROVISIONS, SECTION 18 (Last Sentence Only)</b>	<p><b>Fresno USD request:</b> Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.</p>

	<p><b>HDSFM exception:</b> Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, <u>which consent shall not be unreasonably withheld.</u></p>
<p><b>EXHIBIT F: FEDERAL FUNDS CERTIFICATION</b></p>	<p><b>Fresno USD request:</b> No Omissions</p> <p><b>HDSFM response:</b> Should there be a request to complete these forms from a customer, HD Supply will promptly complete and deliver these forms upon such request.</p>
<p><b>FEMA SPECIAL CONDITIONS</b></p>	<p><b>Fresno USD request: FEMA SPECIAL CONDITIONS</b></p> <p><b>HDSFM response:</b> Should there be a request to complete these forms from a customer, HD Supply will promptly complete and deliver these forms upon such request.</p>
<p><b>EXHIBIT G: NEW JERSEY BUSINESS COMPLIANCE</b></p>	<p><b>Fresno USD request:</b> [9 DOCS referenced]</p> <p><b>HDSFM response:</b> Should there be a request to complete these forms by a New Jersey customer, HD Supply will promptly complete and deliver these forms upon such request.</p>

## Executive Summary

**The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.**

HD Pro Institutional, powered by HD Supply, welcomes the opportunity to continue our long-standing partnership with the Fresno Unified School District. We are dedicated to providing valued institutional clients like the District with the cleaning supplies, equipment and custodial-related products needed to keep your daily operations moving forward.

Our response provides a comprehensive approach to servicing the District and all participating OMNIA agencies that would align under the proposed agreement.

HD Supply, a subsidiary of The Home Depot, and HD Pro Institutional (formerly Interline Brands) are actively in the process of fully integrating together under the HD Supply name to provide an even more robust product offering, value-added service capabilities, experienced salesforce, and extensive distribution network.

In addition to our extensive products, service offerings and distribution network, we believe the expertise of our people will provide your organization with the support required to run your business. A dedicated National Account Team, facility maintenance experts, and Customer Support representatives will be there to support you. State-of-the-art ordering system capabilities, web-based Services & Business tools, training, inventory and reporting solutions further your team's ability to exceed your organization's cleaning supplies, equipment and custodial-related product needs.

The following information has been marked **CONFIDENTIAL** by HD Supply.

[REDACTED]

-----END of **CONFIDENTIAL** Section-----

In keeping with the RFP requirements, below is a summary level description of our proposal:

<b>HD Pro Institutional Response to RFP #22-07</b> <b>Cleaning Supplies, Equipment And Custodial Related Products,</b> <b>Services And Solutions</b>	
<b>Proposal Section</b>	<b>Description</b>
<b>Proposal Response</b>	
<b>Executive Summary</b>	<i>Summary of RFP Response/Proposal Content (pgs. 1-2)</i>
<b>Company Background/Profile</b>	<i>Summary of company information and credentials (pgs. 3-4)</i>
<b>Experience</b>	<i>An overview of HD Pro Institutional's relevant supplier experience, and several example comparable contracts. (pgs. 5-7)</i>
<b>Product Information/Service Capability</b>	<i>An overview of the District's options, including available products and services; responses to pricing questions (pgs. 8-16)</i>
<b>APPENDIX 1</b>	
<b>General Forms</b>	<i>All required General Forms, including</i> <i>a) Proposal Signature Page</i> <i>b) Prime Point of Contact</i> <i>c) Non-Collusion Declaration</i> <i>d) No Prohibited Interest/Conflicts of Interest Declaration</i> <i>e) Notification of Governor's Executive Order N-6-22/ Russian Sanctions</i> <i>f) Debarment, Suspension, and Other Responsibility Matters</i> <i>g) Request for References</i> <i>h) Iran Contracting Act Certification</i> <i>i) Certification Regarding Lobbying</i> <i>iii. Disclosure of Lobbying Activities</i> <i>iv. Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities</i>
<b>APPENDIX 2</b>	
<b>Proposal Forms</b>	<i>Response to the National Program Requirements for National Cooperative Contract to be administered by OMNIA Partners</i>
	<i>Attachment #2 - Sample Pricing for Evaluation- Excel Spreadsheet located in documents on Procurement</i>
	<i>Exhibit #1 – Pricing Schedule</i>
	<i>Exhibit #2 – Category Discount Sheet</i>

## Company Background/Profile

Provide information on company background to include the following:

**1. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.**

**Name:** HD Supply Facilities Maintenance, Ltd (HD Supply)  
**Address:** 3400 Cumberland Blvd SE, Atlanta, GA 30339  
**Phone:** 770.852.9000  
**Fax:** 800.476.5848  
**Email:** USCAdmin@hdsupply.com  
**Federal ID#:** 522418852  
**Website:** [www.hdsupply.com](http://www.hdsupply.com) and [www.homedepotpro.com/insitutional](http://www.homedepotpro.com/insitutional)

**2. Date business was established under current name.**

HD Supply Facilities Maintenance, Ltd (HD Supply) was founded in 1974.

In December 2020, The Home Depot, Inc. purchased HD Supply. Home Depot Pro Institutional (formerly Interline Brands dba SupplyWorks) and HD Supply now operate as the wholesale division of The Home Depot, Inc.

**3. Size of company including the total number of employees**

HD Supply has approximately 12,000+ associates.

**4. Type of ownership or legal structure of business**

On December 24, 2020, Home Depot acquired HD Supply Holdings, Inc., a Delaware corporation, and its operating subsidiaries, including HD Supply Facilities Maintenance, Ltd. ("Facilities Maintenance"). Since then, Home Depot has combined the Pro business (including the legacy Interline business) into Facilities Maintenance and other HD Supply subsidiaries.

**5. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.**

No. We have not, to the best of our knowledge, failed to complete work on an issued contract.

HD Supply is involved in civil litigation matters from time to time in the ordinary course of business. Any publicly available information can be found on the Securities and Exchange Commission website located at <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

- 6. Are there any civil or criminal actions pending against the firm, or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?**

HD Supply is involved in civil litigation matters from time to time in the ordinary course of business. Any publicly available information can be found on the Securities and Exchange Commission website located at <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

- 7. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances**

No, we have not been disqualified from working with any public entity.

HD Supply is involved in civil litigation matters from time to time in the ordinary course of business. Any publicly available information can be found on the Securities and Exchange Commission website located at <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

## Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

1. Scope of services/contract description.
2. Dollar value of contract.
3. Assigned project personnel.
4. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

The following information has been marked **CONFIDENTIAL** by HD Supply.

Comparable Contracts	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

Comparable Contracts	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

Comparable Contracts	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

-----END of **CONFIDENTIAL** Section-----

## Product Information/Service Capability

1. **Provide available ordering methods – online ordering, order tracking, search options, order history, etc.**

### **Phone, Fax, Email and Online**

Orders can be placed with HD Pro Institutional, powered by HD Supply, through many different channels including phone, fax, email, and online. HD Pro Institutional, powered by HD Supply, has a full customer service staff that can accept orders and answer questions during the hours of 7 AM – 8 PM EST.

### **Online Ordering**

The HD Pro Institutional, powered by HD Supply, online ordering site can be found at [www.HomeDepotPro.com/institutional](http://www.HomeDepotPro.com/institutional) and offers a comprehensive account management tool. Whether you are using our site to place orders, research new products, review order history, create a custom catalog, or track a shipment, it will become your one-stop resource on the web for managing your janitorial and cleaning product purchases.

Below is a listing of some of the many tools available through our online site:

Online Ordering	Order Tracking	Order Approval
SDS Information	Custom Catalogs	Budgeting Tools & Alerts
"Favorites List"	POD Retrieval	Usage Reporting
Customized Offering Options	Invoice Printing	Green Reporting

Online ordering is available through our website 24 hours a day to an unlimited number of unique logins for a customer. Once logged into an account, users can easily search our entire HD Pro Institutional, powered by HD Supply, product offering by product category, as well as view pricing of each item.

In addition, real-time product availability information can be viewed to easily identify the quantity of a particular item currently stocked at a respective distribution center. Detailed product information is available for each item, including HD Pro Institutional, powered by HD Supply, list pricing, the contracted pricing for participating agencies, related products and SDS information (if applicable). The HD Pro Institutional, powered by HD Supply, list pricing will be shown with a strike through, and the discounted pricing will be listed in bold font directly below as pictured on the following page.

## BIOESQUE 5 Gal. Botanical Disinfectant Solution Pail

Item # 310650025 | BIOESQUE Part # BBDS5G | UPC Code 818432020028 | UNSPSC Code 47131800 | Catalog Page #1177



**\$98.90** Each

\$126.40 / each

Priced Each  
1+ \$98.90

1 [Add to Cart](#)

✓ 186 available - estimated arrival 2-3 days\*

\*Delivery delays may occur during peak ordering periods. Exceptions apply. Estimated delivery is based on orders received by warehouse cut-off times and carrier schedule. Availability is based on your [current ship-to address](#)

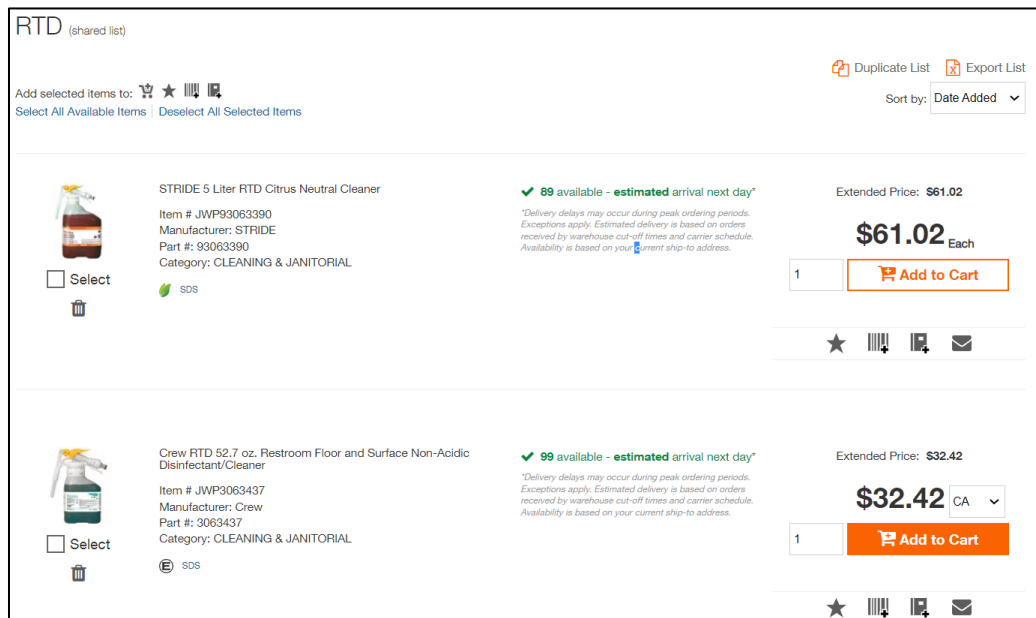
★
📦
✉️
🖨️

### Favorites Lists

Customized Favorites Lists, as shown below, can be generated by participating agencies to group frequently ordered items for easy shopping. An unlimited number of Favorites Lists can be developed to allow users to organize these lists by location/building, user, project type, and more.

My Favorites Lists				
<span>📄 Export</span> <span>🛒 Add List to Cart</span> <span>📄 Duplicate</span> <span>🗑️ Delete List</span> <span>✎ Edit</span>				
Name	Privacy	Type	# of Items	Actions
<a href="#">BATTERIES - 21/22</a>	Shared	Static	4	<span>📄</span> <span>🛒</span> <span>📄</span>
<a href="#">SUPPLIES - 21/22</a>	Shared	Static	121	<span>📄</span> <span>🛒</span> <span>📄</span>

Favorites Lists display the items, pricing, and inventory availability. Items can quickly be added to a shopping cart from the list.



### Customized Product Offering

In addition to the Favorites Lists that allow customers quick access to approved items, the HD Pro Institutional, powered by HD Supply, website takes order restrictions one step further with the ability to enable Customized/Restricted Offerings. The Customized/Restricted Offering would enable a customized view online that would only display items that have been previously approved by the participating public agencies. Administrators on the account would have access to view our full product offering, but all other users within the district would be limited to only search, browse, and order items that have been pre-determined as part of the Fresno Unified School District Offering.

### Workflow/Approvals

Our online ordering platform also supports the ability to set up workflow options. A variety of quote approval options are available depending on your business rules and/or the individual placing the order. Buyers can be restricted to a set dollar limit in the cart, and when the limit is reached, quote approval is initiated. An unlimited number of approvers can be included in the approval hierarchy. Each approval hierarchy level can be configured with an increased dollar approval level or with unlimited dollar approval level. Additionally, the approval hierarchy can be escalated based on user defined wait times.



**Basic**  
Create cart and submit quotes for approval.  
Cannot checkout with order.



**Buyer**  
Can create cart and check out. Can also submit quotes for approval.



**Approver**  
Can approve quotes and checkout to create the order.



**Administrator**  
Manages security, budgeting, and web users for assigned accounts.

# User Roles

### Order and Invoice History


Order history and invoice history are available online. By viewing the order/invoice history, users have access to order history and can view/print Proof of Deliveries and re-print invoices as needed.

Orders (273)		Invoices (164)		Credits (43)					
Date ▼	Order # ▲	PO # ▲	Ship To	Subtotal	S&H	Tax	Total ▲	Delivery	Status
6/3/2022	<a href="#">44435680</a>	00000753261	FRESNO UNIFIED SCH DISTRI-...	\$0.00	\$0.00	\$0.00	\$0.00	UPS UPS	Shipped
5/19/2022	<a href="#">44177422</a>	00000752896	FRESNO UNIFIED SCH DISTRI-...	\$3,458.35	\$0.00	\$288.77	\$3,747.12	POD	POD Signature
5/19/2022	<a href="#">44177422:2</a>	00000752896	FRESNO UNIFIED SCH DISTRI-...	\$22.42	\$0.00	\$0.00	\$22.42		Processing

### Reporting


The Reporting Dashboard available on our online ordering site gives end-users visibility into detailed reports by customer location focusing on a variety of call-outs including standard purchase history, Green Reporting, Top Product Reporting and Customized Budget Reports that can even tie to customer specific GL codes.

## Reports Dashboard




**Usage Reports**  
The Usage Report is based on your invoiced purchases. This report will provide you with detailed information regarding items you have purchased.

Launch the Report




**Green Reports**  
Show qualifying green products as a % of total purchases or show your total spend on Green products. We have optimized this report to run for up to 365 days of history.

Launch the Report



**Top Products**  
My Top Products  
View a list of products most frequently purchased by your location in the last 12 months. Use this report to build Favorites Lists, Custom Catalogs or build a cart.

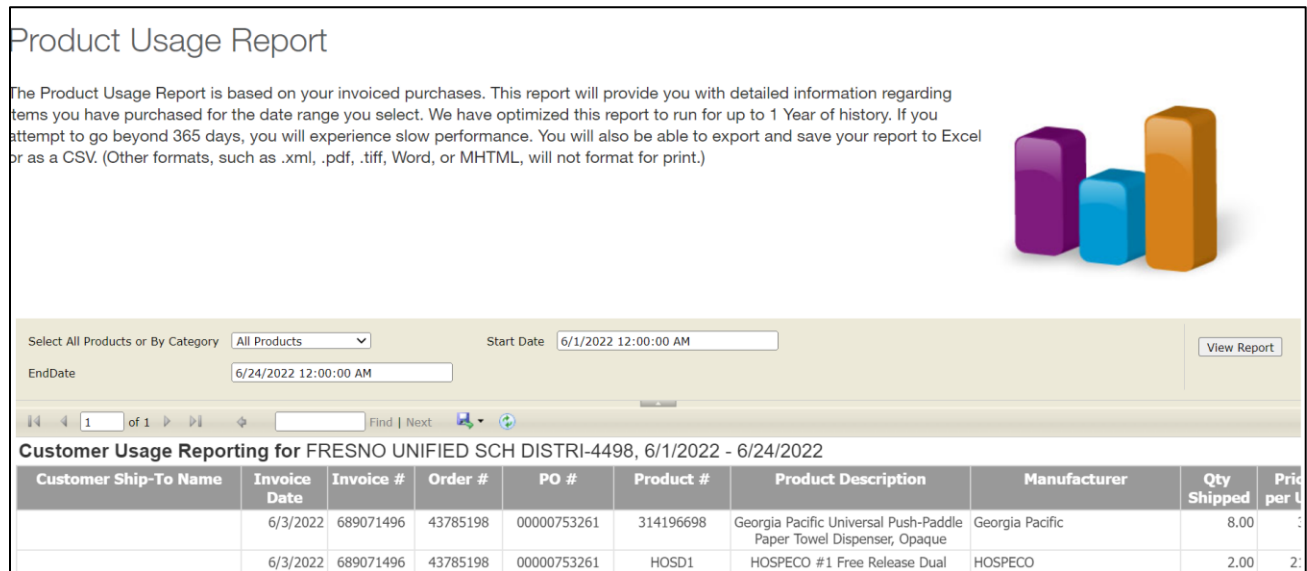
Launch the Report



**Budget Reports**  
Use a variety of reporting techniques and use your dashboard to see a quick snapshot of your budgets.

Launch the Report

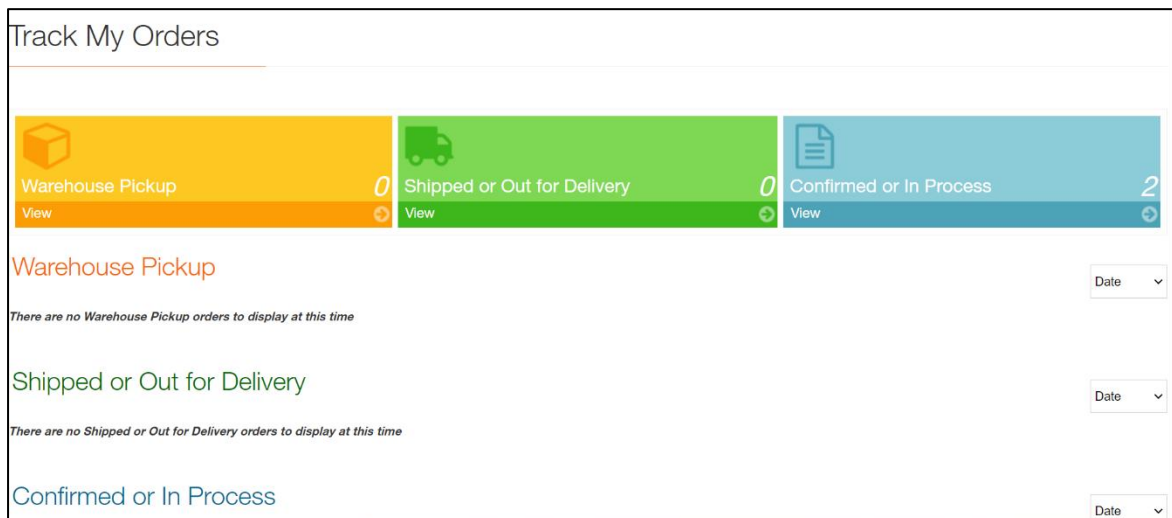
These usage reports can be created for a single date range and exported to Excel for easy viewing and sorting.



In addition to the reporting details available through our online site, our team can work with end-users to customize reports that can be sent to end-users as needed.

### Order Tracking

With our Order Tracking feature end-users have 24/7 visibility to easily monitor and track the delivery status of an order. Whether the order is placed online, via phone or email, the online dashboard will show all open orders to effectively manage and track orders from the time of placement to delivery.



**2. Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?**

HD Pro Institutional, powered by HD Supply, accepts the following forms of payment for all order types: Visa, MasterCard, American Express, Discover, HD Supply Account and Electronic Funds Transfer (EFT). Our customer service staff is able to accept payment via p-card over the phone for all orders that are placed on account. In addition, our e-commerce sites are completely integrated to our pricing and delivery platforms, allowing us to accept orders on account, using major credit card payment methods (multiple cards) and p-card (procurement card) payment methods.

**3. In addition to new products, indicate if used, trade-ins, leasing/financing, or other offerings are available, and provide pricing structure for each of these items.**

State, County and Local governments face unprecedented equipment demands at a time when revenue shortfalls and budget cutbacks are the norm rather than the exception. HD Pro Institutional, powered by HD Supply, has extensive experience working with government agencies seeking Municipal Financing program options for their equipment needs.

We currently work with two different Leasing Companies that offer municipal financing programs, giving our Participating Agencies a competitive advantage when seeking finance rates. It's common in the Leasing Industry to "Sell the Payment" which often leads to payments based off a higher List Price, but with HD Pro Institutional, powered by HD Supply, we have negotiated with vendors to quote payments based off our already discounted, lower Omnia pricing. This results in significantly lower monthly payments.

Other features of the HD Pro Institutional, powered by HD Supply, Municipal Leasing Program include the following benefits to Participating Agencies:

- Ability to obtain new labor-saving equipment and pay for it as it is being used
- Bridge the gap between the equipment needed now and budget money currently available
- Leases are not considered debt and are not subject to limitations placed on debt
- Municipal lease financing does not require voter approval or time-consuming bond election
- Own equipment for \$1 at the end of the lease
- Includes a "Non-Appropriations" clause that allows termination of the lease without penalty. Leases represent a year-to-year commitment on the part of a municipality to make lease payments. If, for some reason, the funds are not approved for a new budget cycle, you have no obligation

HD Pro Institutional, powered by HD Supply, will make available two competitive links for Participating Agencies to receive up to date current Municipal Rate quotes. Your local HD Pro Institutional, powered by HD Supply, sales professional can assist you in obtaining these quotes for your evaluation.

**Example Only: Rates are not current**

[www.all-linesleasing.com/](http://www.all-linesleasing.com/)

[www.atlanticbusinesscredit.com](http://www.atlanticbusinesscredit.com)

- 4. If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal**

If participating end user requires a participating addendum or additional documents, we will review and execute upon request.

## Pricing

Suppliers shall fill out and return Attachment # 2 Sample Pricing Form for Evaluation (located in documents on Procureware) which includes the catalog price and % discount on the top items used by the district.

Supplier shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. In addition, suppliers shall provide pricing based on a discount from a manufacturer's price list or vendor catalog and title the pdf Exhibit 1 (see below items to be included).

Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award. Include an electronic copy of your price catalog from which discount is calculated. Title the pdf Exhibit 1.

Electronic price lists must contain the following: (if applicable)

1. Manufacturer part #
2. Supplier's Part # (if different from manufacturer part #)
3. Description
4. Manufacturer's Suggested List Price and Net Price
5. Net price to Fresno Unified, (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)
6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).
7. If leasing/financing is an option, provide applicable pricing and discounts.

The following information has been marked **CONFIDENTIAL** by HD Supply.

[REDACTED]

[REDACTED]

-----END of **CONFIDENTIAL** Section-----

Additionally, the product category discount sheet will be made available to all Participating Agencies upon request.

All Participating Agencies will receive freight-free shipping within the 48 contiguous United States and Washington, D.C. for in-stock and catalog products that are not factory direct or extended inventory, as defined in the HD Pro Institutional, powered by HD Supply, catalog or online. Product that is shipped expedited or directly from the manufacturer to the property will include the appropriate freight charge.

**Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials are necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.**

In the event Fresno Unified School District uses federal funding in response to an emergency or disaster recovery situation, the parties will negotiate an amendment to the Agreement for such orders to incorporate applicable federal requirements. If the parties are unable to mutually agree on an amendment for such orders, then the Agreement will remain in effect and the parties agree that no such order with federal funding will be submitted to HD Supply.

## PROPOSAL SIGNATURE PAGE FORM

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by ~~all terms and conditions of the complete Contract Documents~~ Company's submittal to this RFP. I have thoroughly reviewed the Pricing Sheet for RFP No. 22-07, CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS submitted herewith and agree to provide products consistent with the ~~terms specifications~~ of the RFP at the prices identified on the Pricing Sheet.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

*To be signed by authorized company agent acknowledging submittal of RFP. Prices should be typed and shown as instructed on the Proposal Pricing form for each type of service. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person signing this form.*

Alyssa Steele / Chief Customer Officer  
Signature/Title

Alyssa Steele  
Type or Print Name

HD Supply Facilities Maintenance, Ltd.  
Name of Company as Licensed

3400 Cumberland Blvd. SE  
Address

Atlanta GA 30339-4435  
City State Zip Code

(770) 261-5686  
Area Code / Telephone Number

(800) 859-8889  
Area Code / Fax Number

alyssa.steele@hdsupply.com  
E-Mail Address

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 06/17/22 Addendum No.      Date     

Addendum No.      Date      Addendum No.      Date

## PRIME POINT OF CONTACT

RFP No. 22-07

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

HD Supply Facilities Maintenance, Ltd.

Name of Company

3400 Cumberland Blvd. SE

Address

Auguste  
Signature

Signature \_\_\_\_\_

## Atlanta

City

GA

State

30339-4435

Zip Code

Alyssa Steele

Print Name \_\_\_\_\_

(770) 261-5686

Phone Number

Fax Number

Chief Customer Officer

## Title

alyssa.steele@ndsupply.com  
Email Address

Email Address

## NONCOLLUSIONDECLARATION

I, HD Supply Facilities Maintenance, Ltd., declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

June 18<sup>th</sup>, 2022  
Date

HD Supply Facilities Maintenance, Ltd.

Name of Firm

Alyssa Steele  
Printed name of Authorized Company Representative

Alyssa Steele  
Signature of Authorized Company Representative

Exhibit B  
**Administration Agreement, Example**

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**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, Supplier has entered into and may subsequently enter into competitively bid agreements with other Public Agencies where such Public Agencies had entered into a Master Intergovernmental Cooperative Purchasing Agreement pursuant to which OMNIA Partners acts as the cooperative contract administrator, and the term “Master Agreement” shall be deemed to include such agreements, and the term “Principal Procurement Agency” shall be deemed to include such Public Agencies for purposes of this 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 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](http://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 ~~three~~ percent (**3TBD%**) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, 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 10<sup>th</sup> 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, which consent shall not be unreasonably withheld.

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.

M. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

N. Supplier: HD Supply Facilities Maintenance, Ltd.  
3400 Cumberland Blvd. SE  
Atlanta, GA, 30339

20. ~~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. ~~24.~~ 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]

HD Supply Facilities Maintenance, Ltd.

NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR

*Alyssa Steele*

Signature

*Alyssa Steele*

Name

*Chief customer officer*

Title

*June 28, 2022*

Date

Signature

Name

Sr. Vice President, Public Sector Contracti

Title

Date

**Exhibit C**  
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

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**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 and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) 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](http://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:

4. Each party will facilitate the cooperative procurement of Products.
5. 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.

6. 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 healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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**

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**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

Contract Sales Report submitted electronically in Microsoft Excel:

[illegible]

## Exhibit H

### Advertising Compliance Requirement

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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				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) 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 SMOY, LA  
CITY OF SLOAN, PHUO  
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 CITIES  
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  
LYNN DYLL, 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  
GILFILLAN 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 MONDOK 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  
PINWOOD 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  
 TONEWATER 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  
 LEONARD 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  
 TOOEE 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-COMMUNITY 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

## NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Bidder has reviewed and understands the Information to Bidders, Prohibited Interests/Conflicts of Interest clause, and that Bidder to its knowledge has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between Bidder and the DISTRICT, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that to its knowledge no Prohibited Interests/Conflicts of Interest exist which violate this clause of the Information to Bidders and thereby preclude Bidder from contracting with the Fresno Unified School DISTRICT. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates the clause of the Information to Bidders, Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School DISTRICT may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Bidder has reviewed all necessary documents and exercised all due diligence in determining to its knowledge that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein to its knowledge are true and correct.

Dated: June 28<sup>th</sup>, 2022 HD Supply Facilities Maintenance, Ltd.  
[Company Name]

Alyssa Steele Chief Customer Officer  
[Name and Title of Bidder's Representative]

Alyssa Steele  
[Signature]



## **Notification of Governor's Executive Order N-6-22/ Russian Sanctions**

### **RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at [https:// www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf](https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf).

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website ([https:// home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions](https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions)). Failure to comply may result in the termination of contracts or grants, as applicable.

For any agreements valued at \$5 million or more, Contractor shall, within 45 days of receipt of Notice to Proceed, report in writing to District on steps Contractor has taken to comply with California Executive Order N-6-22, signed March 4, 2022, and with Federal Executive Order 14065, signed February 21, 2022, including but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities.

Thank you for your prompt attention to the above matter. Please feel free to contact the District if you have any questions.

## Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or Vendors in primary covered transactions:

5. The participant or Vendor certifies that it and its principals:

- 1.2 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 1.2 Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 1.2 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 1.2 Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6. Where the participant or Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

HD Supply Facilities Maintenance, Ltd.

Participant or Vendor Company Name

Fresno Unified School District - RFP 22-07: CLEANING SUPPLIES /  
Award Number, Contract Number, or Project Name  
EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES & SOLUTIONS

Alyssa Steele Chief Customer Officer

Name(s) and Title(s) of Authorized Representatives

Alyna Steele

Signature(s)

June 28, 2022

Date

## REQUEST FOR REFERENCES

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your bid being determined non-responsive.

- |  |  |
|--|--|
| <p>1. <u><b>Portland Public Schools</b></u><br/>Name of Reference</p> <p><u><b>501 N Dixon St</b></u><br/>Address</p> <p><u><b>Portland, OR 97227</b></u></p> <p>Contract Period: <u><b>N/A</b></u></p> <p>Scope of Work: <u><b>District-wide purchases of janitorial and custodial related products, as well as several large equipment purchases over life of the contract with delivery to all locations within District. Staff training facilitated by the Home Depot.</b></u></p> | <p><u><b>Frank Leavitt –</b></u><br/>Contact Person</p> <p><u><b>Director, Facilities Operations &amp; Warehouse</b></u></p> <p><u><b>503-916-3019</b></u><br/>Phone</p> |
| <p>2. <u><b>Pulaski County Special District</b></u><br/>Name of Reference</p> <p><u><b>925 E Dixon Rd</b></u><br/>Address</p> <p><u><b>Little Rock, AR 72206</b></u></p> <p>Contract Period: <u><b>N/A</b></u></p> <p>Scope of Work: <u><b>Purchases of janitorial and custodial products for the District, with shipment to a Central Warehouse. Dispenser installation completed for restroom upgrades throughout all District buildings and schools.</b></u></p>                    | <p><u><b>Curtis Johnson – Executive Director,</b></u><br/>Contact Person</p> <p><u><b>Operations</b></u></p> <p><u><b>501-234-2052</b></u><br/>Phone</p>                 |
| <p>3. <u><b>Elk Grove Unified Schools</b></u><br/>Name of Reference</p> <p><u><b>9510 Elk Grove-Florin Rd.</b></u><br/>Address</p> <p><u><b>Elk Grove, CA 95624</b></u></p> <p>Contract Period: _____</p> <p>Scope of Work: <u><b>Purchases of janitorial and custodial items for the entire school District. Implementation of online ordering, and various online ordering tools across departments.</b></u></p>   | <p><u><b>Tony Almeida – Manager, Custodial Services</b></u><br/>Contact Person</p> <p><u><b>916-686-7745</b></u><br/>Phone</p>   |

## IRAN CONTRACTING ACT CERTIFICATION

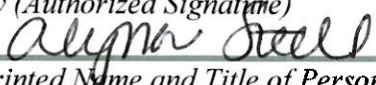
### Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts in accordance with Public Contract Code section 2205.

#### **OPTION 1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

<i>Company Name/Financial Institution (Printed)</i> HD Supply Facilities Maintenance, Ltd.	<i>Federal ID Number (or n/a)</i> 52-2418852
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Alyssa Steele Chief Customer Officer	
<i>Date Executed</i> June 28 <sup>th</sup> , 2022	<i>Executed in the County of</i> Cobb <i>in the State of</i> Georgia

#### **OPTION 2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Firm/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Firm Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

## Certification Regarding Lobbying

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 any 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 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 of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients 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, United States 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.

Organization: HD Supply Facilities Maintenance, Ltd.

Street address: 3400 Cumberland Blvd. SE

City, State, Zip: Atlanta, GA 30339-4435

Alyssa Steele  
CERTIFIED BY: (type or print)

Chief Customer Officer  
TITLE:

Alyssa Steele  
(Signature)

June 28, 2022  
(Date)



## **SUPPLIER RESPONSES TO ATTACHMENT #1 – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT**

### **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**

**N. Brief history and description of Supplier to include experience providing similar products and services.**

HD Supply Facilities Maintenance, Ltd. (HD Supply) is a subsidiary of The Home Depot, Inc., with a rich legacy in industrial distribution spanning almost 50 years. HD Supply brings national scale, local expertise, and dedicated associates (12,000+ strong) to consistently deliver solutions and create value for our customers. We provide maintenance, repair and operations (MRO) products, including a robust offering of national, leading cleaning supplies, equipment and custodial related-product, making HD Supply our customers' most-trusted supply chain partner and one of the largest industrial distributors in North America.

On December 24, 2020, Home Depot acquired HD Supply Holdings, Inc., a Delaware corporation, and its operating subsidiaries, including HD Supply Facilities Maintenance, Ltd. ("Facilities Maintenance"). Since then, Home Depot has combined the Pro business (including the legacy Interline business) into Facilities Maintenance and other HD Supply subsidiaries.

HD Pro Institutional, powered by HD Supply, has a large customer base, servicing markets including Education, Building Service Contractors, HealthCare Facilities, National Accounts, Government facilities, and many more. HD Pro Institutional, powered by HD Supply, understands the unique needs of our customer base, and we work hard to create customized solutions to best fit the needs of our specific customers.

For nearly a decade HD Pro Institutional, powered by HD Supply, has served thousands of participating agencies through our existing Fresno Unified School District/OMNIA Partners contract. Participating Agencies throughout the Country rely on HD Pro Institutional, powered by HD Supply, for consistent and best-in-class support. There are specific Public Agency examples listed through this document, and we can provide additional references upon request.



**O. Total number and location of salespersons employed by Supplier.**

Within HD Supply, the HD Pro Institutional sales vertical has approximately 450 dedicated sales representatives.

Listed below are key members of the HD Pro Institutional, powered by HD Supply, Sales team who will support the OMNIA Partners relationship proposed in this response:

<b>John Pettinelli</b>	<b>Director of Government Solutions</b> John is the Director of Government Solutions and has over 38 years in the Jan/San Industry. He has experience providing solutions to end-users and implementing consultative programs nationally.
<b>Becky Newell</b>	<b>National Sales Manager Government Solutions</b> Becky is the National Sales Manager – Strategic Accounts. Becky has over 18 years of experience in the Jan/San industry and offers a superior level of customer service by focusing on customized solutions for Education and Public Sector customers.
<b>Mike Hughes</b>	<b>Business Development Manager</b> Mike has over 8 years of experience with the Home Depot organization, servicing Participating Agencies through cooperative contracts.
<b>Shelly Rinkenbaugh</b>	<b>Business Development Manager</b> Shelly excels with customer relations and has over 6 years of experience supporting the Home Depot Pro Field Sales Team with programs and customized solutions tailored to end-users' needs and goals.

**P. Number and location of support centers (if applicable) and location of corporate office.**

The address for HD Supply's headquarters is:

3400 Cumberland Blvd SE  
 Atlanta, GA 30339



Our customer care centers are located in:

- Tulsa, OK
- Pompano, FL
- Jacksonville, FL
- San Jose, CA
- Santee, CA
- New Braunfels, TX
- Marietta, GA

**Q. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.**

HD Supply sales are reported as part of earnings for The Home Depot, Inc. Earnings for The Home Depot, Inc. for the past three years have been filed with the US Exchange Commission and can be found at [www.SEC.GOV](http://www.SEC.GOV). HD Supply's Dunn & Bradstreet number is: 17-121-8949.

**R. Describe any green or environmental initiatives or policies.**

Recognizing the critical need to protect the environment, HD Pro Institutional, powered by HD Supply, has made efforts to incorporate sustainable practices into our daily operations. Our goal is to foster an environmentally sensitive company culture, while simultaneously offering our customers opportunities to reduce their impact.

With thousands of green products available (including Energy Star, WaterSense and Green Seal), HD Pro Institutional, powered by HD Supply can meet the diverse needs of end-users and can help achieve sustainability goals and initiatives.

We strive to reduce our carbon footprint by improving the efficiency of our operations and by investing in sustainability initiatives. A sample of the comprehensive internal sustainability initiatives we have implemented include:

- Electronic invoicing
- Pallet recycling at all distribution centers
- State-of-the-art delivery routing systems saving diesel and reducing delivery emissions by approximately 8%
- Efficient lighting retrofits at 87% of our overall distribution center square footage
- "Reuse Me" Program
- Green Facilities
- Emissions Reductions



HD Supply obtained a LEED (Leadership in Energy and Environmental Design) Silver Certification from the U.S. Green Building Council (USGBC) for our new headquarters office in Atlanta, GA. Our corporate office provides reusable mugs to every associate, saving an estimated 800,000 foam cups from landfills every year. Internal plastic bag and battery recycling programs for associates have recycled thousands of plastic bags and hundreds of pounds of batteries since the program launched in 2011.

Additionally, HD Supply completes an annual, comprehensive greenhouse gas inventory to help evaluate and improve our carbon emissions. This exercise helps us to identify areas where our carbon intensity can be lowered, reducing our environmental impact and costs.

As a division of The Home Depot, we know that when we invest in running a responsible and sustainable operation, we become more flexible and resilient. By understanding our impact, we are able to set Company-wide objectives that allow us to contribute to a more sustainable workplace and world. With that in mind, The Home Depot has established goals to reduce our operations' impact on the planet and communities. Please see below link to our Home Depot Corporate Responsibility Report highlighting our commitment to operating in a responsible and sustainable manner.

<https://corporate.homedepot.com/responsibility>

**S. Describe any diversity programs or partners supplier does business with and how Participating Public 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.**

Providing opportunities for diverse businesses is part of our commitment to being a good corporate citizen; it is also vital to our business objectives. HD Supply, does not anticipate any price changes when using its supplier diversity program.

**Supplier Diversity Policy**

It is the policy of HD Supply to provide opportunities for small, minority-owned, women-owned, and other historically disadvantaged businesses to compete in a fair and equal environment to supply the high quality, competitively priced products and services required by our customers. HD Supply understands the value a diverse supplier base has on our business, and we are constantly assessing the market for certified MWBE vendor-partners who offer value-added, quality and innovative products and services that are competitively priced and meet the varied needs of our customers. Because our purchasing structure is aligned with thousands of local markets and market segments, MWBE businesses are encouraged to research the needs of HD Supply businesses and make their status known as part of sales presentations to local purchasing contacts.

**Supplier Selection**

As a distributor, we are driven by the need to provide our customers with the high quality, competitively priced, innovative products they demand. We are always looking for opportunities to do so by awarding business to suppliers with certified diversity status. We provide these businesses the maximum practical opportunity to participate in our sourcing process, while maintaining all our standard vendor and product selection criteria that allow us to fulfill our customers' requirements. HD Supply can provide a purchase history report reflecting purchases that have been made from suppliers that are part of our diversity program as requested.

**Supplier Diversity**

We monitor our purchasing activity with the following diversity classifications:

- Disadvantaged Business Enterprise
- Hub-Zone Business
- Minority-Owned Business (African American, Asian-Pacific Island, Hispanic, Indian Subcontinent, Native American, Alaska Native)
- Minority Business Enterprise
- SBA 8(a) Business
- Small Business (Hub-Zone small, Service-Disabled Veteran small, Veteran Owned small, Women-Owned small, all other small)
- Small Disadvantaged Business
- Veteran-Owned Business (Disabled Veteran, Service-Disabled Veteran, Vietnam Veteran, other Veteran)
- Women-Owned Business

We encourage participation in local, regional and national diversity trade fairs, seminars, and other networking opportunities where we can expand opportunities to make our needs known and learn about the capabilities that diverse suppliers can bring. HD Supply is a National Corporate Member of the National Minority Supplier Development Council (NMSDC) and the Women's Business Enterprise National Council (WBENC) and uses the resources of those organizations to help us locate high quality certified MWBE vendor-partners.

We also strive to create a culture of diversity and inclusion which starts with making sure every associate feels part of the HD Supply family. We offer resources to promote individual and collective growth and help all associates achieve their ultimate potential. HD Supply also partners with organizations including Hiring Our Heroes, Young Women's Club of America, and Association of Latino Professionals for America to help strengthen diversity within our talent pipeline.



**T. 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: \_\_\_\_\_

HD Supply values our relationships with diverse businesses and greatly appreciates their ability to offer quality products, services, and innovation to our customers. To further foster and build even stronger relationships with certified Minority-Owned, Women-Owned and other historically disadvantaged and small businesses across the country, we specifically developed our supplier diversity program as HD Supply does not typically qualify for certifications in the above programs due to the size and nature of our organization.

**U. 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.**

HD Pro Institutional, powered by HD Supply, may from time to time use subcontractors or affiliates for installation projects as part of our relationship with Fresno Unified School District.

**V. Describe how supplier differentiates itself from its competitors.**

HD Pro Institutional, powered by HD Supply, is committed to uninterrupted access to the supplies, people, and tools you rely on. Our unmatched combination of expertise, convenience, products, programs, and technology allow us to deliver smart solutions that advance the performance of our customers' facilities, while enhancing the health, safety, and perception of your facility.

HD Pro Institutional, powered by HD Supply, is uniquely positioned to support end-users and their unique needs. With almost 50 years of experience serving State, County and Local governments, K-12 education and Higher Education, our dedicated sales team, a national network of 76 distribution centers specifically for cleaning supplies, equipment and custodial related products, and 2,300+ store locations provide national reach with a local focus to give unmatched convenience and product availability.

### **Facility Maintenance Experts & Support**

HD Pro Institutional, powered by HD Supply, connects a Field Account Representative or Inside Sales Professional with every end-user. These facility maintenance experts are available to assist with product selection, order assistance, product training, and more.



### **More Products**

We offer the industry's broadest selection of cleaning supplies, equipment and custodial related products to meet the diverse and unique needs of various end-users. In addition to our wide selection of national brand products across all product categories, we also offer a comprehensive line of products under our own exclusive brand bringing additional value and options.

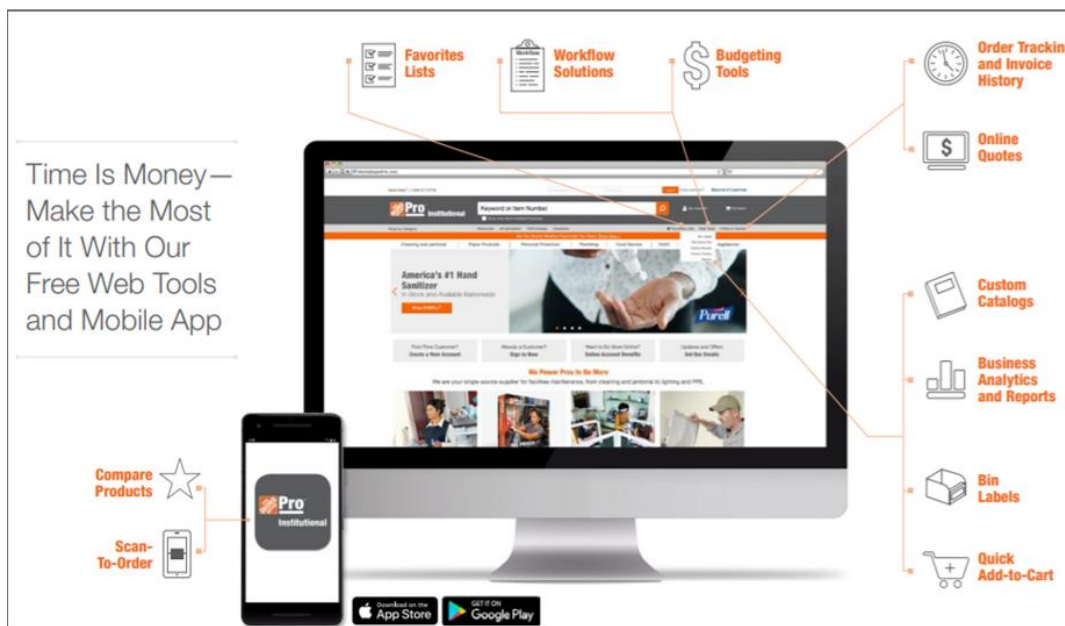
We can also help locate hard-to-find items through our Special Order Process. With thousands of suppliers at our fingertips, we have access to hundreds of thousands of products including those hard-to-find items or even custom and/or logo items.

**Advanced eCommerce**

HD Pro Institutional, powered by HD Supply, offers state-of-the-art e-commerce capabilities to our end-users. We understand that e-commerce tools are not one size fits all, so we have created a technology program that allows us to partner and grow with our customers as we develop and implement technology solutions to fit their needs. We can quickly provide a solution because we have architected our web platform to be scalable and flexible to manage the procurement process to meet customers' unique requirements. We can implement e-commerce solutions through:

- Online Ordering Website and mobile app (UPC scanning is supported via mobile app)
- ePro integrations with the industry's leading spend management platforms – both Punchout and Hosted catalog options
- EDI integrations

Through our online ordering site, end-users can implement time-saving tools and resources to help streamline processes.



### **Services and Business Tools**

HD Pro Institutional, powered by HD Supply, offers a proprietary total cost management solution designed to assist facilities in becoming more efficient, cleaner, healthier, and greener through a customized program of training and building assessment tools.

Since every facility is unique, our benchmark evaluation step is critical in determining a customized solution. We can perform a comprehensive facility assessment to compile necessary information related to all areas of a facility. From the front door to the back door, our Building Assessment Tool can help review the current products, procedures, and processes to identify areas for improvement and cost savings. After thoroughly reviewing buildings, the Building Assessment Tool, partnered with our various training programs, allows us to create customized solutions to help streamline processes and procedures.











Below are the details surrounding our web-based Services & Business tools that can be customized for end-users:

- **Building Assessment App**

The primary purpose of the app is to assess and monitor key components to improve operational effectiveness within a building. The Building Assessment App can be used as an audit tool to determine the areas that need to be addressed and improved. Through this tool, end-users can see overall reporting of each building to determine ways to create consolidation and consistency.

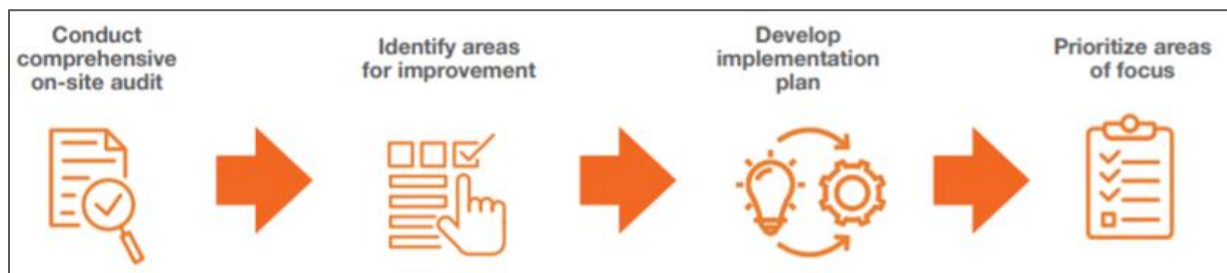


0 Sections Remain  
Sections Completed
Generate Report

 Building Notes	 <span style="color: green;">✔</span> Entryways/Vestibules/Offices	 <span style="color: green;">✔</span> Public restrooms	 <span style="color: green;">✔</span> Hallways/Common Areas/Stairwells
 <span style="color: green;">✔</span> Classrooms & Offices	 <span style="color: green;">✔</span> Gyms, Locker Areas, Fitness/Workout Centers	 <span style="color: green;">✔</span> Cleaning Procedures	 <span style="color: green;">✔</span> Tools & Equipment
 <span style="color: green;">✔</span> Training	 <span style="color: green;">✔</span> Quality Assurance		

- **Management Reports**

Establishing a baseline at the start of our engagement, and then keeping and reporting the key metrics, allows us to measure the impact of our recommendations over time. The Management report will include data from our Building Assessment App.



- **Cleaning Inspection App**

The app provides a thorough inspection tool that can be used for an entire building or specific sections to verify the cleanliness of a building. Building scores are based on the call outs and specific topics being inspected. Scores are recorded online and can be used to track progress in a building or of a specific worker.



Stairwells - West Wing					
Items for review	Excellent	Acceptable	Needs Improvement	Poor	Fail
Steps and Landings Swept and Mopped	4	3	2	1	0
Dusting	4	3	2	1	0
Lighting	4	3	2	1	0
Handrails and Walls	4	3	2	1	0

Choose Photos

- **Web Based Staff Training and Development**

Our video portal offers more than 100 online training modules from industry-leading suppliers to ensure your staff is trained on the latest techniques for more effective and efficient cleaning.

- **On-Site Staff Training and Development**

To support the ongoing professional development of cleaning and maintenance personnel, HD Pro Institutional, powered by HD Supply, offers on-site customized staff training by our facility-maintenance experts and top suppliers. All training is tailored to meet unique product, operational and sustainability needs and established goals.

**Extra Convenience**

Only HD Pro Institutional, powered by HD Supply, provides the convenience of delivery of thousands of cleaning supplies, equipment and custodial-related products right to your door or for will-call pickup at many of our locations nationwide. We also provide the added convenience of single weekly or monthly invoice billing.

**Extending HD Supply Credit at Home Depot Stores**

Participating Agencies can maximize their buying power when they shop at Home Depot stores with The Home Depot [ProPurchase™](#) card program. This program allows participating customers to use their existing HD Pro Institutional, powered by HD Supply, credit lines to access the expanded product assortment and last-minute project needs available at the Home Depot retail stores.

**Inventory Management Solutions (StockWise)**

HD Pro Institutional, powered by HD Supply, offers a suite of fully customizable tools to optimize the management of inventory for organizations through our Stockwise program. These solutions are designed to help improve inventory visibility for end-users, reduce product shrinkage, increase productivity and reduce carrying costs through an Organize, Manage, and Replenish model.

Each component can be customized to fit specific operational needs and goals. Our HD Pro Institutional Team, powered by HD Supply, can work closely with end-users to develop and implement individual components of the Stockwise Program.

- **Bin Labels** – Through our online Bin Label tool, end users can organize products by implementing Bin Labels and establishing Min/Max Levels for each product. Each color-coded label includes the product's part number, description, image, and barcode for quick and intuitive identification.



- **Shop Management Program (SMP)** – A solution that fits stock rooms of all sizes. It ranges from full on-site implementation of racking and bins to customizing a racking order to be installed. This comprehensive solution helps to reduce static inventory costs, manage min/max levels, and virtually eliminate stock-outs of high-use items.
- **Supplyware®** - This program is designed to address the inventory challenges that end-users face every day. It manages product inventory in multiple locations, providing visibility to stock levels and usage, and creates efficiencies—all in a cost-effective way. Supplyware can accompany any of our supply chain solutions or serve as a stand-alone software product.



- **Vendor Managed Inventory (VMI)** – HD Pro Institutional, powered by HD Supply, can offer complete inventory management programs from installing infrastructure to staffing. Spend requirements and/or service fees may be required for the VMI.

**W. Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

The company is involved in litigation matters from time to time in the ordinary course of business. Any publicly available information is located on the Securities and Exchange Commission website located at: <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

**X. 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.**

HD Supply is owned by a publicly held corporation, and this reporting requirement is not applicable.

**Y. Describe any debarment or suspension actions taken against supplier**

The company is involved in litigation matters from time to time in the ordinary course of business. Any publicly available information is located on the Securities and Exchange Commission website located at: <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

### **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**

HD Pro Institutional, powered by HD Supply, has almost 50 years of experience supporting our customers in cleaning supplies, equipment and custodial-related products. With 12,000 Associates, 3,000 suppliers, 76 locations, and an expansive offering of over 150,000 curated, high-quality, name-brand and proprietary products, HD Pro Institutional, powered by HD Supply, is the leader in the cleaning supplies, equipment and custodial-related product industry.



Our commitment to promoting a cleaner, healthier and more productive environment in our customers' facilities begins with product selection. We stock thousands of products from popular national brands that offer reliability and performance. In addition to our wide array of national brands, our HD Pro Institutional, powered by HD Supply, exclusive brand products provide exceptional value on the industry's leading products with best-in-class manufacturer relationships that deliver high-quality exclusive brand product lines, designed to stretch budgets, reduce labor costs, enhance the health, safety and sustainability of facilities.

Through our broad selection of products and manufacturer relationships, we offer a full spectrum of janitorial and custodial items ranging from:

- Can Liners & Trash Bags
- Chemicals
- Cleaning Tools & Supplies
- Dispensers & Restroom Equipment
- Equipment & Equipment Parts
- Floor Matting
- Miscellaneous Cleaning Supplies
- Odor Control
- Paper Products
- Personal Protection
- Skin Care
- Waste Containment & Disposal
- Much More!

In addition to the SKUs stocked in our warehouses, our team can help source those hard-to-find items, custom items, or logo items. With our vast network of supplier partners, our special order team can help locate items to meet the diverse needs of Participating Agencies.

Additionally, HD Supply offers products in the following categories: MRO, Plumbing, HVAC, Electrical, Lighting, Appliances, Kitchen & Bath Cabinets, Floor & Window Coverings, Hardware, Tools, Material Handling, Safety & Signage, Paint & Sundries, Ground Improvement, and Pool Supplies.

HD Supply offers a wide variety of renovations and installation services in specific markets. Through this contract, HD Pro Institutional, powered by HD Supply, would offer dispenser installation and restroom upgrades.



**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.**

We are one of the nation's largest distributors of janitorial, custodial, and MRO supplies. We own both our distribution facilities and trucks and deploy and train our drivers. They are considered a vital component of our customer value proposition. With these significant assets, we typically provide delivery, on stocked items, throughout the continental U.S. within 24 - 48 hours upon receipt of orders.

Depending upon the distribution site and our customers' specific location, we may utilize UPS or an LTL (less than truckload) carrier for those agencies outside our normal delivery area or for remote customer locations. Please refer to question E below for additional details outlining the locations and details of our distribution centers.

All Participating Agencies will receive freight-free shipping within the 48 contiguous United States and Washington, D.C. for in-stock and catalog products that are not factory direct or extended inventory, as defined in the HD Supply catalog or online. Product that is shipped expedited or directly from the manufacturer to the property will include the appropriate freight charge.

**C. Describe how Participating Public 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 Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.**

HD Pro Institutional, powered by HD Supply, has a strong national presence that allows us to employ a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process... order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

HD Pro Institutional, powered by HD Supply, will ensure that Master Agreement Pricing is extended to Participating Agencies through customer specific coding within our operating system. This coding ties the Master Agreement pricing and Terms & Conditions to the customer. Whether an order is placed through our online ordering platform, over the phone or via email, the discounted pricing will be linked to the account through the coding.

Additionally, we will perform regular audits to ensure the discounted pricing is compliant 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.**

HD Supply has a fleet of 1,200 HD Supply branded vehicles, with an additional 600+ vehicles on order. HD Supply may use third-party LTL carriers for remote areas and occasional larger orders. Likewise, if orders are drop-shipped directly from a manufacturer to an end-user, third party carriers will deliver the product.

**E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

HD Pro Institutional, powered by HD Supply, has 76 distribution centers dedicated to cleaning supplies, equipment and custodial related products.

HD Pro Institutional warehouse locations and size are as follows:

City	State	SQFT
San Bernardino	CA	314990
Jacksonville	FL	331000
Levittown	PA	384000
LaVergne	TN	317085
Levittown	PA	57600
Langhorne	PA	228248
LaVergne	TN	98700
Jacksonville	FL	58052
Jacksonville	FL	119300
Alabaster	AL	47300
Huntsville	AL	45382
Phoenix	AZ	90000
Bakersfield	CA	49699
Commerce	CA	180573
Sacramento	CA	96658
San Jose	CA	103140
Aurora	CO	220000
Fort Myers	FL	32038
Jacksonville	FL	105350
Pompano Beach	FL	130000

City	State	SQFT
Rural Hall	NC	57000
Omaha	NE	101584
North Las Vegas	NV	64800
Brentwood	NY	53000
Columbus	OH	67364
Tulsa	OK	36000
Eugene	OR	16180
Gresham	OR	44854
Beaver Falls	PA	55000
Piedmont	SC	84000
Summerville	SC	22825
West Columbia	SC	50400
Bristol	TN	57600
El Paso	TX	42837
Fort Worth	TX	260429
Grand Prairie	TX	133245
Houston	TX	156800
Houston	TX	82320
Paris	TX	56226
San Antonio	TX	19200



City	State	SQFT
Orlando	FL	42000
Rossville	GA	45799
Doraville	GA	216636
Davenport	IA	19200
Herrin	IL	47952
Lombard	IL	178567
Peoria	IL	69957
Fishers	IN	103080
Shawnee	KS	85638
Louisville	KY	125370
Harahan	LA	60000
Auburn	MA	209935
Farmington Hills	MI	187235
St. Paul	MN	134345
Charlotte	NC	74400

City	State	SQFT
Draper	UT	20000
Richmond	VA	149040
Kent	WA	148550
Port Angeles	WA	19700
Spokane	WA	25400
Yakima	WA	34300
Bluefield	WV	100000
Huntington	WV	32279
San Antonio	TX	12800
Sacramento	CA	69854
Pompano Beach	FL	46800
San Jose	CA	38401
Pompano Beach	FL	29761
Orlando	FL	28102
Auburn	MA	41314
Tampa	FL	13453

### 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**

HD Pro Institutional, powered by HD Supply, has over 450 dedicated, experienced sales representatives on staff covering the United States. Additionally, the dedicated Account Management team includes John Pettinelli, Director of Government Solutions and Becky Newell, National Sales Manager.

This team's primary role is to manage daily needs and serve as main points of contact for the contract nationwide for OMNIA Partners, Participating Agencies and within the HD Pro Institutional, powered by HD Supply, organization.

OMNIA Partners will continue to have a dedicated National Account team to oversee implementation, communication, and account management nationally.

HD Pro Institutional, powered by HD Supply, understands that Marketing and Sales training are integral to the success of this program. Therefore, we are submitting the following 90-day plan for awareness, internal marketing, and sales training:



**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**

HD Pro Institutional, powered by HD Supply, has extensive expertise in the development, launch and growth of national programs and a successful and long-standing relationship with OMNIA Partners creating co-branded, customer-facing microsites and tailored communications. All marketing is geared to support the ongoing expansion of the Master Agreement to additional participating agencies.

Below please find highlights of our 90-Day plan for marketing the Master Agreement to current and prospective agencies nationwide.



### Ninety-Day Plan Highlights for Marketing Master Agreement to Current & Prospective Agencies

Days	Days
<b>Days 1 - 30</b> <ul style="list-style-type: none"> <li>Joint press release</li> <li>Announcement of master agreement on HD Pro Institutional customized OMNIA Partners website <a href="https://usc.supplyworks.com/">https://usc.supplyworks.com/</a></li> </ul>	<b>Days 31 - 90+</b> <ul style="list-style-type: none"> <li>Ongoing development of online assets to support customer business objectives</li> <li>Event marketing assets and support as appropriate</li> <li>Attendance at national, regional, and supplier-specific trade shows, conferences and meetings that OMNIA Partners is also attending</li> <li>Attendance and participation at the NIGP Annual Forum</li> <li>National and regional advertisements in trade publications promoting the contract</li> <li>Updates and enhancements to microsite throughout the term of the agreement.</li> <li>Ongoing marketing of master agreement (case studies, collateral, presentations, promotions, etc.)</li> </ul>
<b>Week 1</b>	
<b>Weeks 2 - 3</b>	
<b>Week 4</b>	
<b>9/1/22 - 9/30/22</b>	<b>10/1/22 - 11/30/22 (and beyond)</b>

**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.**

HD Pro Institutional, powered by HD Supply, will comply with the terms outlined in the OMNIA Partners Administration Agreement. The leadership team referenced in the proposal value the successful foundation of this relationship and recognizes that continuing to champion the Master Agreement within our sales organization will provide the maximum benefit to both participating agencies and the supplier.

**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.**

HD Pro Institutional, powered by HD Supply, understands and will meet this requirement.



**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**

HD Pro Institutional, powered by HD Supply, will comply with the terms outlined in the OMNIA Partners Administration Agreement. HD Pro Institutional, powered by HD Supply, has submitted competitive offerings that will provide the maximum benefit to both participating agencies and the supplier and will champion the Master Agreement.

**F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include**

- iii. Key features of Master Agreement**
- iv. Working knowledge of the solicitation process**
- v. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- vi. Knowledge of benefits of the use of cooperative contracts**

HD Pro Institutional, powered by HD Supply, understands and will meet this requirement.

We understand and commit to training the HD Pro Institutional, powered by HD Supply, salesforce on how to present the OMNIA Partners Master Agreement to agencies. The leadership team outlined in the proposal will work diligently to ensure all HD Pro Institutional, powered by HD Supply, sales representatives are trained on the benefits of the program, beyond just offering competitive pricing to participating agencies. An updated toolbox will be made available to our entire sales team with all documents, co-branded marketing material and additional information to effectively market the Master Agreement nationally.

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



**G. Provide the name, title, email and phone number for the person(s), who will be responsible for:**

Telephone Numbers for all listed below (except Primary Contact, Alyssa Steele) has been marked **CONFIDENTIAL** by HD Supply.

**i. Executive Support:**

Alyssa Steele, Chief Customer Officer, [Alyssa.Steele@hdsupply.com](mailto:Alyssa.Steele@hdsupply.com)

Ph: 770.261.5686

**ii. Marketing:**

Rebecca Charles, VP of Marketing, [Rebecca.Charles@hdsupply.com](mailto:Rebecca.Charles@hdsupply.com)

Ph: **CONFIDENTIAL**

**iii. Sales:**

John Pettinelli, Director of Government Solutions, [John.Pettinelli@hdsupply.com](mailto:John.Pettinelli@hdsupply.com)

Ph: **CONFIDENTIAL**

**iv. Sales Support:**

Becky Newell, National Sales Manager, [Becky.Newell@hdsupply.com](mailto:Becky.Newell@hdsupply.com)

Ph: **CONFIDENTIAL**

**v. Financial Reporting:**

Becky Newell, National Sales Manager, [Becky.Newell@hdsupply.com](mailto:Becky.Newell@hdsupply.com)

Ph: **CONFIDENTIAL**

**vi. Accounts Payable:**

Gail Davis, Senior Accounts Payable Manager, [Gail.Davis@hdsupply.com](mailto:Gail.Davis@hdsupply.com)

Ph: **CONFIDENTIAL**

**vii. Contracts:**

Craig Hodges, VP of Institutional, [Craig.Hodges@hdsupply.com](mailto:Craig.Hodges@hdsupply.com)

Ph: **CONFIDENTIAL**

-----END of **CONFIDENTIAL** Section-----

**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.**

HD Supply's national salesforce is made up of approximately 1,800 salespeople supporting key verticals of Multifamily, Institutional, Trades, Healthcare, Hospitality, and Government Housing and is led by HD Supply's Chief Customer Officer, Alyssa Steele. She can be reached at [Alyssa.Steele@hdsupply.com](mailto:Alyssa.Steele@hdsupply.com) or 770.261.5686.



The HD Pro Institutional vertical, powered by HD Supply, has over 450 Field Account Representatives and Inside Sales Professionals across the Country supporting the Home Depot Pro Institutional Customer Base. There are three Regional Directors that oversee this Sales Team, and they report directly to Craig Hodges – VP of Sales – Institutional.

Our Sales Team also has a strong network of Sales Support Professionals who assist with projects and customer care requests by working with our internal departments for best-in-class support.

**I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

HD Pro Institutional, powered by HD Supply, is committed to working in tandem with OMNIA Partners to promote the Fresno Unified School District/OMNIA program as a strategic part of government procurement that delivers superior value and savings for Participating Agencies nationwide. HD Pro Institutional, powered by HD Supply, will work in conjunction with the OMNIA Partners sales team to promote the Fresno Unified School District/OMNIA program to Participating Agencies through initiatives that may include:

- Individual sales calls with Participating Agencies
- Joint sales calls on specific targeted Participating Agencies
- Communications/customer service calls and training
- Joint training sessions for Participating Agencies
- Regional training sessions for the Home Depot Institutional team, powered by HD Supply
- Training sessions for the OMNIA inside sales team

The HD Pro Institutional marketing team, powered by HD Supply, will work in conjunction with the OMNIA Partners marketing team to promote the Master Agreement through channels that may include:

- Marketing collateral (print, electronic, email, presentations)
- Website
- Trade shows/conferences/meetings
- Advertising and Social Media



**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.**

HD Pro Institutional, powered by HD Supply, commits to aggressively market the Master Agreement to Participating Agencies and that its salesforce will be trained, engaged, and committed to offering the Master Agreement to Participating Agencies. The HD Pro Institutional, powered by HD Supply, approach to supporting a contract of this size and significance spans across our organization to ensure focus, and the seamless execution and ongoing management of our Fresno Unified School District/ OMNIA Partners contract. These groups include:

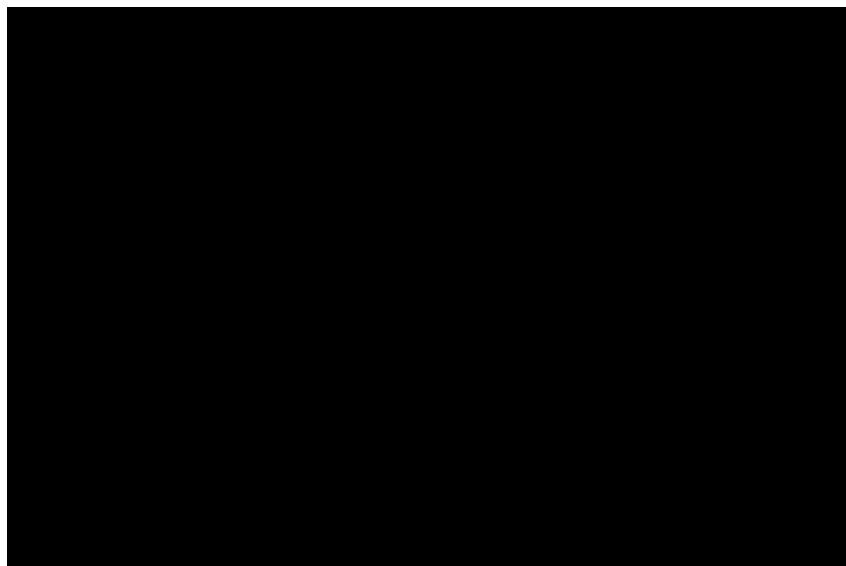
- **Marketing:** HD Pro Institutional, powered by HD Supply, commits to regular meetings and reviews with the OMNIA Partners Marketing Team to discuss opportunities to promote the contract nationally. Additionally, HD Pro Institutional, powered by HD Supply, will leverage our existing relationships with customers to complete customer case studies and white papers outlining the benefits of the contract.
- **Sales:** The HD Pro Institutional, powered by HD Supply, sales team will be responsible for the implementation of the Fresno Unified School District contract. This dedicated team will work closely with our local Field Account Representatives, as well as our Inside Sales Representatives, ensuring all teams are properly trained to service Agencies participating in the Fresno Unified School District/OMNIA Master Agreement. Training includes webinars highlighting the details of the program and how to position the Fresno Unified School District offering to Agencies. Sales team training will be a continuous process, commencing with the contract implementation and continuing through the term of the contract, including any renewals and extensions.
- **Merchandising:** The HD Pro Institutional, powered by HD Supply, Merchandising Team will work closely with the sales team to introduce new products and innovative solutions into the offering. This also includes updating the team on sustainable and green solutions that can be highlighted to Participating Agencies.
- **Dedicated Customer Care Team:** HD Pro Institutional, powered by HD Supply, offers a dedicated Customer Care phone number for Participating Agencies to use for inquiries. This group is trained on the details of the OMNIA Partners contract and has regular communication and training. Participating Agencies can use this phone number for assistance with account set up, order inquiries, online ordering set up, and much more.



**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.**

In order to respond to the question stated above, HD Pro Institutional, powered by HD Supply, provides a sampling of our Public Agency customers below. Due to the nature of the relationship fostered between HD Pro Institutional, powered by HD Supply, and our customers, we promise to be great custodians of their records and information. This limits our ability to provide any further information in this response. However, if any further information is needed from the Fresno Unified School District, HD Pro Institutional, powered by HD Supply, would be happy to discuss upon request.

The following information has been marked **CONFIDENTIAL** by HD Supply.



-----END of **CONFIDENTIAL** Section-----

**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.**

To support our customers, HD Pro Institutional, powered by HD Supply, operates support centers throughout the U.S with over 130 experienced customer care representatives trained on all product categories and product offerings. This virtual call center model provides advanced routing, staffing, and reporting. Currently, this platform will be upgraded to expand center capabilities to include online chat, instant messaging, and a platform for additional automated customer support services.



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

### **Inventory Control**

Product Managers are responsible for the lifecycle of the product, including bringing innovative products to our customers. We utilize a best-of-breed replenishment software solution to manage customer demand by location to ensure high fill rates are met. HD Pro Institutional, powered by HD Supply, utilizes state-of-the-art supply chain management software for inventory visibility coming into and moving across our network. Supported by our Product Managers, we can manage fill rates and ensure product is on hand for customers when needed.

### **Delivery**

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

- 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.**

While HD Pro Institutional, powered by HD Supply, does not guarantee sales, we look forward to continuing to grow the business for the benefit of all parties.

**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.**

**VIII. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**

**IX. 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.**

**X. 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).**

**XI. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

HD Supply will operate fully within the OMNIA Partners Administration Agreement.