



**Frederick County Public Schools**  
**Kitchen and Serving Line Equipment, Smallwares,**  
**Parts, Design and/or Installation**

**23FS4**

**Technical Proposal**

**Due Date & Time: July 5, 2023 by 2:00 pm EST**



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July 1, 2023

Roy McHaffa, CPP, CPDW, Purchasing Agent  
Robert Kelly, Director of Food and Nutrition Services Department  
**Frederick County Public Schools**  
191 South East Street  
Frederick, MD 21701

Re: 23FS4, Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation

Dear Mr. McHaffa and Mr. Kelly,

Envoy Solutions, LLC through its affiliate Weiss Bros. of Hagerstown, LLC ("Weiss Bros") is pleased to submit our response to Frederick County Public Schools (FCPS) for Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation (Products and Services). We recognize that FCPS is looking for qualified suppliers to form a long-term partnership for a complete line of Products and Services for K-12 and Other Public Agencies on a Master Agreement.

Much like FCPS' strategic partnership with OMNIA to offer products and services to other public agencies nationally, Envoy Solutions, LLC, through our family of affiliates including Weiss Bros. is positioned to deliver products and services on a national scale. It is our goal that FCPS and OMNIA experience the value Envoy Solutions' family of Affiliates provides to national K-12 and Public Agencies through a National Contract.

At Envoy Solutions we believe in the power of partnerships and understand our relationship is about your agenda, not ours! We provide solutions for Disposable Food Service needs, Smallwares, Kitchen Equipment – Products, Design and Installation, Janitorial Supply, Paper Product, and Safety Supplies. Our customers benefit from our services which in turn help them to reduce their exposure to risk, save time, lower their operating costs, and gain a competitive edge in the market.

Envoy Solutions appreciates being included in FCPS' solicitation process. We look forward to the opportunity to further discuss our value proposition and ultimately supply FCPS should we be invited to the next round of this process. If you have any questions regarding our submitted information, please don't hesitate to contact me.

Authorized Signature:

A handwritten signature in black ink, appearing to read "Glenn Chamberlin", is written over a horizontal line.

Glenn Chamberlin  
Chief Financial Officer

## Executive Summary

Envoy Solutions is the nation's premier specialty distribution company supplying customers with a diverse selection of essential products for Foodservice, Facility Care, Packaging, and Marketing Execution. With 82 Distribution Centers across the U.S., 3,900 Associates, \$175K+ in inventory, and 3.7+ million sq ft of warehouse space to service our customers, Envoy Solutions and its growing family of Affiliates are strategically positioned to help businesses thrive through a multi-faceted approach to make facilities cleaner and people safer, every day. Our family of Affiliates under Envoy Solutions service customers in all 50 states.

Envoy Solutions has 32 Affiliates with combined annual sales of over \$3.2B. With a collective business history ranging from 20 to over 130 years, our Affiliates bring a wealth of experience as long-time distributors to public sector clients. Our key deliverables to our public sector customers are contract compliance, competitive pricing, and a robust product offering. We pride ourselves on our ability to offer onsite solutions and services through our expert and seasoned sales team.

### Our Approach

At Envoy Solutions, we work hard to help our customers and their teams solve the most demanding industry challenges with the most effective products and solutions. Here's how we do it:

- **RELIABILITY** - Your success depends on an efficient supply chain. We deliver consistent quality, ensure product availability, and add value, even as markets shift.
- **SIMPLICITY** - We deliver a full range of tailored business solutions that make it easy to achieve your goals and meet your unique business needs. Whatever they may be.
- **EXPERTISE** - We're a team of industry experts focused on providing real insights and recommendations to help take your business to the next level.
- **SERVICE** - We're always ready to roll up our sleeves and help you get the job done. We're not just a catalog or online resource—we're a hands-on extension of your team, and we take pride in helping YOU succeed.
- **SOLUTIONS** - We're your problem-solver, clarifying your goals and customizing solutions that energize your enterprise, one that improves efficiency and lowers costs.

### Markets We Serve

Foodservice	Facility Care	Packaging	Marketing Execution
A wide range of supplies, equipment, and disposables for operating foodservice facilities.	Innovative cleaning solutions and facility supplies to ensure a healthier and safer building occupant experience.	Supplies, equipment, maintenance programs, and expertise to fully optimize packaging processes.	A full suite of marketing operation services to help design, develop, procure, and distribute your brand assets.

Our vast supplier relationships in the foodservice industry allow us to achieve:

- cost efficiencies that lead to lower average costs for our customers
- wide product selection increasing the chances of meeting customer-specific needs
- reliable supply chain ensuring consistent and timely delivery of products
- market expertise and insights to provide customers with the support they need
- streamlined logistics and distribution which leverage existing infrastructure and capabilities

As one of the proud Affiliates of Envoy Solutions, Weiss Bros believes in the power of partnerships. We take pride in our status as industry specialists. Our unwavering commitment, tailored solutions, and deep-rooted relationships are what set us apart. When customers partner with us, they gain access to a team of experts who are passionate about helping them succeed.



## FCPS Specific Terms and Conditions – Section II

If awarded, Envoy Solutions reserves the right to negotiate a commercially reasonable contract, agreeable to both parties.

### 1. SCOPE

It is the intention of FCPS to establish a contract with vendor(s) for **Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation**. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories

FCPS is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, FCPS also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers **Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation** Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Balance of Line/Comprehensive Product Offering

Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation.

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be entered on the Price Page in the Complete Product Offering/Balance of Line section/in the offeror's response to the Price Proposal section of the Proposal Evaluation Requirements. FCPS reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

Envoy Solutions we can meet the above requirements for FCPS. Other agencies utilizing this contract will be on a case-by-case basis.

### 2. CONTRACT PERIOD

The initial term of the contract will be effective from date of award through May 31, 2026, with one additional three-year renewal option. Contract renewal shall be invoked at the sole discretion of the Board of Education. Upon submission of bid, the vendor consents to the possibility of a contract

renewal as a condition of award.

### **3. PRICING**

Please refer to the Cost Proposal for our responses to this section.

### **4. CHANGES TO THE CONTRACTED ITEMS**

- a. The “Market Basket” of items contained in the attached list will be flexible. There may be items added and deleted to the contract throughout the contract term. Additions and deletions can be made at any time. Pricing for these items will be obtained via quotations from FCPS’ approved vendors.
- b. All additional items added will be subject to all terms and conditions of the contract.

Envoy Solutions understands this section and will comply.

### **5. ORDERING, DELIVERY, AND INSTALLATION**

- a. Prior to placing an order, FCPS may request an on-site evaluation by the vendor to get recommendations on equipment for the purposes of optimizing the space available and/or the equipment needed to accomplish the desired outcome.
- b. Orders will be placed by the Food and Nutritional Services Department via purchase order.
- c. The equipment shall be delivered with the required features and options on the date agreed to by the vendor and the Food and Nutritional Services department.
- d. Deliveries are to be coordinated with the Food and Nutritional Services department at least five business days in advance, with Jackson Urie (Jackson.Urie@fcps.org), phone: 301-644-5060. The contractor shall state the number of business days required to deliver and install the equipment on the Form of Proposal and shall deliver equipment in accordance with the lead-time stated.
- e. Deliveries must include manpower for off-loading and delivery inside the kitchens. FCPS staff will not be available to assist with off-loading the truck.
- f. Deliveries shall be made between the hours of 8:30 A.M. and 1:00 P.M. on weekdays other than Saturdays, Sundays, school holidays, or legal holidays (see School Calendar Closings enclosed).
- g. Installation will vary per individual equipment purchase. The two scenarios include delivery and set in place or all final connections made by vendor including start-up.
- h. If FCPS staff does the installation of any equipment, the vendor will (as part of their cost) do the initial startup of the equipment to make sure everything is operating properly and to start the warranty date.

Envoy Solutions can meet the above requirements for FCPS. Other agencies utilizing this contract will be on a case-by-case basis.

## 6. LOCAL, REGIONAL, AND NATIONAL

Offerors may submit a proposal for local, regional or national consideration. Local proposals will be considered for FCPS. FCPS reserves the right to award locally in the aggregate, by section, and multiple awards, whichever is in the best interest of FCPS. Offerors submitting regional proposals shall clearly state the geographic locations they are proposing and include a map detailing those geographic locations. Offerors submitting national proposals shall clearly state its proposal is national.

Envoy Solutions companies have a total of 82 distribution centers across the U.S. These locations also serve as support centers to our clients. For agencies within our delivery area, Envoy Solutions has sales reps available to support the needs of both small-wares, kitchen equipment, and all other items as requested.

Kitchen equipment can be provided through Envoy Solutions nationally through our local affiliates. Installation/services will be charged based on the location of the agency and our ability to handle in-house or by hiring a third party for installation not to include hook up.

Through its Affiliates, Envoy Solutions has in-house design and installation available in MD, PA, CT, NJ, NY, VA, VT.

City	State	City	State	City	State	City	State
Anchorage	AK	Orange	CT	Annapolis	MD	Gresham	OR
Fairbanks	AK	Wallingford	CT	Rosedale	MD	Philadelphia	PA
Van Buren	AK	Miami	FL	Hagerstown	MD	Conway	SC
Fort Smith	AR	Dania Beach	FL	Grand Haven	MI	Spartanburg	SC
Hot Springs (3)	AR	Jacksonville	FL	Grand Rapids (4)	MI	Florence	SC
Little Rock	AR	Lakeland	FL	Kalamazoo	MI	Columbia	SC
Paragould	AR	Albany	GA	Lake Cormorant	MS	Pigeon Forge	TN
Mesa	AZ	College Park	GA	Browns Summit	NC	Grand Prairie (2)	TX
Tucson	AZ	Vidalia	GA	Morrisville	NC	Houston (2)	TX
El Centro	CA	Boise	ID	Moorestown	NJ	Salt Lake City	UT
Livermore	CA	Idaho Falls	ID	Spotswood	NJ	St. George	UT
Ontario	CA	Glenview	IL	Farmingdale	NJ	Alexandria	VA
Thousand Palms	CA	Wichita	KS	Pompton Plains	NJ	Chantilly	VA
West Sacramento	CA	Shreveport	LA	Carlstadt	NJ	Ashland	VA
San Diego	CA	Mansfield	MA	Las Vegas (2)	NV	Hartford	VT



Santa Ana	CA	Halethorpe	MD	Auburn	NY	Williston	VT
Santa Clara	CA	Lanham	MD	Hamilton	OH	Kent	WA
Colorado Springs	CO	Upper Marlboro (2)	MD	Oklahoma City (2)	OK	Spokane Valley	WA
Aurora	CO	Rockville	MD	Tulsa	OK	Sheboygan	WI

## 7. **BIDS FOR ALL OR PART**

A Proposer may restrict their bid to be considered in the aggregate by so stating, but must submit a unit price on each item bid. Failure to provide unit prices may result in the bid being considered non-responsive.

Envoy Solution understands and plans to bid on all sections of the bid.

## 8. **AMERICAN STEEL ACT**

The vendor will comply with the provisions of Sections 17-301 through 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended entitled "Steel Procurement for Public Works." The vendor's affidavit of compliance with these provisions may be required before payment can be made.

As a distributor of foodservice equipment, Envoy Solutions does not manufacture the products we sell. This compliance would come directly from the manufacturer. Envoy Solutions and its affiliate Weiss Bros. will work directly with the manufacturer to provide the compliance FCPS requires.

## 9. **AUTHORIZED DEALERS**

Only manufacturers, or their authorized dealers, may bid on equipment requested herein. At the discretion of the Board of Education of Frederick County a certificate, executed by the manufacturer, may be requested stating that the Proposer is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

Envoy Solutions understands and complies with this section.

## 10. **STORAGE OF EQUIPMENT**

- If a new, or renovated, school or building is not ready to receive equipment on the estimated delivery date outlined in the specifications, the awarded vendor(s) will provide suitable warehouse space to receive equipment until such time the building is completed and equipment can be received.
- In the event temporary warehouse facilities are needed, FCPS will not be responsible for the equipment. The awarded vendor(s) and/or the warehouse facility must provide adequate insurance.
- If warehousing is not feasible, the vendor is responsible for working with their suppliers and/or manufacturers to adjust the new delivery schedule at no additional cost to FCPS

Envoy Solutions will work with the supplier on delivery when site is ready for equipment.

## **11. INSTALLATION/ASSEMBLY**

- a. The vendor must include in the unit price for each item, all charges for installation/assembly. If certain items do not require installation/assembly, the vendor must note this next to the item on the proposal form.
- b. In the event the vendor as part of the contract is responsible for installation, the vendor will be responsible for hiring personnel to perform such installation at its own costs. Such personnel will be considered employees of the vendor and are under his/her control and direction.
- c. Equipment shall be installed/assembled only by those having necessary qualifications, facilities, and experience to execute work properly. The vendor, at no expense to FCPS, will furnish all labor and materials necessary for the installation/assembly of the equipment designated. All crating and packing material shall be removed from the FCPS property by the vendor.
- d. The equipment will be set in place, leveled, and accommodated to the building construction, as necessary, for a neat and proper installation. The equipment shall be complete in every detail, ready for its intended use except as otherwise specified or indicated.
- e. Installation/assembly includes any necessary accessory cables, input lines, test run, and check out, etc. This does not include actual connections to electrical lines and/or plumbing that may require a licensed electrician and/or plumber.

Envoy Solutions understands and complies with this section. As identified in letter E, we will not be responsible for hook-up, electrical or plumbing as needed for this equipment. If required Envoy Solutions can offer hook-up through a third party at an additional charge which will be negotiated between the affiliate and the end user.

## **12.DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED**

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.

Envoy Solutions understands and will comply appropriately with this section.

## **13.OPEN ENROLLMENT (LOCAL ONLY)**

- a. Other contractors may become qualified throughout the contract period if it is determined that their products would be beneficial to FCPS.
- b. Interested vendors are expected to submit a technical and cost proposal in accordance with the same requirements stated in these specifications.
- c. Contractors will be notified in writing of their qualification status no later than forty-five days from receipt of their proposal and will be considered approved as of that notification date.

Envoy Solutions understands and complies with this section.

#### **14. PREPARATION OF PROPOSAL**

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that Proposers delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Cost proposals will be submitted separately on-line via OpenGov Procurement (<https://secure.procurenow.com/portal/fcps>).
- c. Technical Proposal:
  - i. The Technical Proposal will include the following forms completed:
    - Signature Page
    - Statutory Affidavit and Non-Collusion Certification
    - Certification of Compliance
    - Current W-9
    - Vendor Conflict of Interest Disclosure Form
    - Proprietary Information Form
    - Questionnaire
    - Supporting documents
- d. Cost Proposal:
  - i. The Cost Proposal will include the following form(s) completed:
    - Cost Proposal
  - ii. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the hourly rates on the Cost Proposal.

Envoy Solutions understands and has taken the necessary action to comply with this section.

#### **15. EVALUATION CRITERIA AND AWARD**

- a. A committee of FCPS staff will independently review and evaluate each technical proposal.
- b. The process for determining which vendor(s) to approve may take the form of either a questionnaire, interview, and/or site visit, and includes appraisals of various aspects of the supplier's business including capacity, financials, quality assurance, organizational structure and processes and performance.
- c. 45 points will be assigned for the technical proposal and will be assigned as follows:
  - Breadth of Product Offering- 10
  - Service Capabilities- 10
  - National Capabilities- 20
  - References- 5
- d. Based on the information obtained via the evaluation, a supplier is scored and is either approved or not approved as one from whom to procure materials or services. There may be an approved



- supplier list to which a qualified supplier is then added.
- e. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.
  - f. If not approved, the supplier will not be considered further in price evaluations.
  - g. If approved, cost proposals will be evaluated on a weighted basis. 55 total points will be assigned for the price proposal that is deemed most advantageous to FCPS and Participating Public Agencies across the Country.
  - h. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned or deducted.
  - i. FCPS reserves the right to make such investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
  - j. Exclusive or concurrent negotiations may be conducted with responsible Offerors for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
  - k. New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and provide pricing structure for each of these items.
  - l. **Prior Experience** Experiences with FCPS and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

Envoy Solutions understands this section.

## **16.VENDOR PERFORMANCE EVALUATION**

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
  - i. Delivery
  - ii. Response time
  - iii. Backorders
  - iv. Quality of deliverables
  - v. Invoicing
  - vi. Sales data (Contract data, non-contract data)
  - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. ~~Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face to face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.~~

Envoy Solutions understands this section. If awarded, Envoy Solutions reserves the right to negotiate a commercially reasonable contract, agreeable to both parties.

## **17.CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

a. Worker's Compensation

The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the vendor's Worker's Compensation Insurance.

b. Employers' Liability Insurance

The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

The vendor will require any subcontractor to procure and maintain Employer's Liability Insurance during the life of the contract. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

c. Commercial General Liability Insurance

The vendor will procure and maintain, during the life of the contract, Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project Products-
Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

~~The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.~~

Completed operations liability coverage shall be in force for one year after completion of work.

d. Scope of Insurance and Special Hazards

The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in C. above. Insurance coverage required under C. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

e. Comprehensive Automobile Liability

The vendor shall maintain Comprehensive Automobile Liability Insurance including all automotive equipment owned, non-owned and hired, operated, rented, or leased. Minimum limits of Automobile Liability Insurance shall be:

Bodily Injury accident	\$1,000,000 per person/\$1,000,000
Property Damage	\$1,000,000 each occurrence, or
Combined Single Limit Bodily Injury and Property Damage Liability	\$1,000,000

f. Subcontractor's Insurance The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to insure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "~~The insurance covered by this certificate will not be cancelled or materially altered, except after thirty days written notice has been received by FCPS.~~"  
**Envoy Solutions note: In the event of a material change to insurance coverage we will notify you as soon as practicable.**

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Government, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.



Envoy Solutions understands this section. If awarded, Envoy Solutions reserves the right to negotiate a commercially reasonable contract, agreeable to both parties.

## **18. SURVEYS AND PERMITS**

- a. The Board shall furnish all surveys unless otherwise specified.
- b. Permits and licenses necessary for the execution of the work will be secured and paid for by the vendor.

Envoy Solutions understands this section and will comply as needed.

## **19. LOCAL LICENSING OF TRADE PERSONS**

All trade persons performing work under this contract as a general contractor or a subcontractor must be licensed in accordance with the requirements of the local subdivision and State. Any cost incurred as a result of this licensing requirement shall be borne by the vendor.

Envoy Solutions is not proposing to install any utilities on this contract. Installation of utilities will be the responsibility of FCPS and any other agency utilizing this contract. If a third-party installation is required, it is up to the agency to validate licensing requirements.

## **20. INSPECTION OF SITE**

- a. All visitors must report to and register in the main office. Each Proposer should visit the site and become informed fully as to the condition under which the work is to be done. Failure to do so will not relieve a successful Proposer of their obligation to supply all material and labor necessary to carry out the provisions of the contract documents at the price(s) bid.
- b. The Proposer will perform field measurements, if applicable, and FCPS assumes no responsibility for errors in measurements. The Proposer will be responsible for any costs associated as a result of an error in their measurements.
- c. Site visits will not be made after regular working hours, on Sundays, school holidays, or legal holidays, unless previously agreed to by the Contract Administrator.

Envoy Solutions has reviewed this section. To be successful, we require an unobstructed path to the delivery point.

## **21. SHOP DRAWINGS**

The vendor will verify all field measurements and will submit shop drawings and schedules, as required, for the work of various trades. FCPS shall review these documents only for conformance with the design concept of the project and compliance with the information given in the contract documents.

The vendor will make any corrections required by FCPS, file with them two corrected copies and furnish such other copies as may be needed. FCPS' review of such documents shall not relieve the vendor of the responsibility for deviations from drawings or specifications, unless they have called FCPS' attention to such deviations, in writing, at the time of submission, and secured their written approval.

Envoy Solutions, through its affiliate Weiss Bros., has reviewed this section and will comply accordingly with FCPS' support. We will support this nationally as well.

## **22. USE OF FCPS SERVICES AND FACILITIES**

- a. It is understood that, except as otherwise stated in the contract documents, the vendor will provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction and all other services and facilities of every nature necessary to execute, complete and deliver the work within the specified time.
- b. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, will be performed with the approval of and without additional expense to FCPS, unless previously agreed to.

Envoy Solutions has reviewed this section. Our team will be equipped with the appropriate materials, tools, equipment, and transportation necessary to complete the delivery.

## **23. REMOVAL OF DEBRIS**

- a. Vendors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other vendor.
- b. They will not interfere with FCPS personnel or students in the performance of this contract. FCPS reserves first right of salvage on all materials removed from FCPS facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.
- c. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding and surplus materials from and about the building. In case of dispute, FCPS may remove the rubbish and/or repair property and charge such costs to the vendor.

Envoy Solutions has reviewed this section and will do our part to comply. Envoy Solutions has the ability to remove and dispose of existing kitchen equipment upon request. Equipment must be disconnected and emptied by FCPS.

## **24. PROTECTION OF WORK AND PROPERTY**

- a. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.
- b. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, posting of danger signs and other warnings against hazards.
- c. The vendor will comply with applicable laws, ordinances, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safeguard their work and FCPS property will be borne by the vendor.
- d. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from FCPS. The vendor will notify the Contract Administrator of their actions as soon as possible. Any claim for compensation by the vendor due to such extra work will be submitted promptly to FCPS for

approval.

Envoy Solutions has reviewed this section and will do our part to comply.

## **25. WORK SITE SUPERVISION**

- a. The awarded vendor will provide full time onsite supervision, by a construction superintendent or foreman, who will have full authority to act on behalf of the vendor. The onsite superintendent or foreman will not be changed except with the written consent of the Contract Administrator. The superintendent will represent the vendor in their absence and all directions/instructions given to them will be as binding as if given to the vendor. FCPS shall not be responsible for the acts or omissions of the superintendent or foreman.
- b. The vendor will immediately report to the Contract Administrator any error, inconsistency or omission which they discover. The vendor will not be liable to FCPS for damages resulting from any errors or deficiencies in the contract documents or other instructions given by FCPS.

Envoy Solutions has reviewed this section and will do our part to comply.

## **26. INSPECTIONS AND CORRECTION OF WORK**

- ~~a.~~ All work, all materials, whether incorporated into the work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of FCPS, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they will be forthwith reconstructed, made good, replaced and/or covered, as the case may be, ~~by the vendor at their own expense~~ in accordance with Supplier warranties and return policies. Rejected material will be removed immediately from the site. ~~If, in the opinion of FCPS, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work, the compensation to be paid to the vendor shall be reduced by such amount as in the judgment of FCPS shall be equitable.~~
- b. If the specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the vendor will give FCPS timely notice of its readiness for observations. If the inspection is by another authority, the vendor will notify FCPS of the date fixed for such inspection and shall use the required Certificate of Inspection.
- ~~c.~~ ~~FCPS may order re-examination of questioned work and, if so ordered, the vendor must uncover the work at their expense. If such work is found not to be in accordance with the contract documents, the vendor will pay all costs to correct the work, to the satisfaction of FCPS. If another vendor employed by FCPS caused the defect in the work, FCPS shall pay such cost and recover the charges from the other vendor.~~

Envoy Solutions has reviewed this section and will do our part to comply. If awarded, Envoy Solutions reserves the right to negotiate a commercially reasonable contract, agreeable to both parties.

## **27. CHANGES IN WORK**

- a. No changes in the work covered by the approved contract documents will be made without having prior written approval of FCPS. The contract sum may be adjusted according to the approved changes. Consent of the Surety may be required.
- b. Charges or credits for the work covered by the approved change will be determined by one or more of the following methods:
  - i. Unit bid prices

- ii. Lump sum
- iii. Time and materials

In the event the vendor is directed to proceed with extra work, on a time and material basis, an itemized proposal shall be submitted including material and rental invoices and/or any other backup as requested by FCPS.

- c. A fixed fee may be negotiated and must be agreed upon and added to the costs listed above. The fee will be compensation to cover the cost of supervision, overhead, surety, profit, and any other general expenses.

Envoy Solutions has reviewed this section and will do our part to comply.

## Technical Proposal

Following this page, please find the completed forms:

- Signature Page
- Statutory Affidavit and Non-Collusion Certification
- Certification of Compliance
- Current W-9
- Vendor Conflict of Interest Disclosure Form
- Proprietary Information Form

## SIGNATURE ACKNOWLEDGING PROPOSAL

**Note: When submitting your bid/proposal, please use this page as a cover sheet for your proposal.**

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: Weiss Bros. of Hagerstown, LLC

dba: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: 52-0856522 DATE: 6/26/23

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): Glenn Chamberlin

SIGNATURE OF ABOVE: 

TITLE: Chief Fiancial Officer

ADDRESS: 18038 Oak Ridge Drive, Hagerstown, MD 21740

TELEPHONE # 301.739.3069 FAX # \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): glenn.chamberlin@envoyolutions.com

E-MAIL ADDRESS (for receiving Purchase Orders): sdangler@weissbros.com

**(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)**

### ACKNOWLEDGMENT OF ADDENDA (if applicable)

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	<u>6/5/23</u>	Addendum #2	<u>6/12/23</u>
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____
Addendum #7	_____	Addendum #8	_____



**FREDERICK COUNTY PUBLIC SCHOOLS**

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, Glenn Chamberlin, being duly sworn, depose and state:

1. I am the Chief Financial Officer (officer) and duly authorized representative of the firm of the organization named Weiss Bros. of Hagerstown, LLC whose address is (Name of Corporation)  
18038 Oak Ridge Drive, Hagerstown, Maryland 21740 and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body,

the individuals involved, their position with the firm, and the sentence or disposition of the charge.  
None.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

Weiss Bros. of Hagerstown, LLC

(Legal Name of Company)

(dba) 18038 Oak Ridge Drive

(Address)

Hagerstown

MD

21740

(City)

(State)

(Zip)

301.739.3069

(Telephone)

(Fax)

Glenn Chamberlin

Chief Financial Officer

6/26/23

(Print Name)

(Title)

(Date)

Chief Financial Officer

6/26/23

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation

( ) Partnership

( ) Individual

(X) Other Limited Liability Comapny

If required to be notarized:

Not Required as stated above

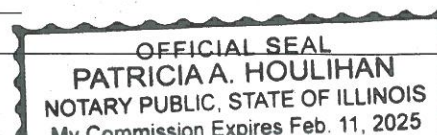
(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this 5 day of July, 2022.

NOTARY PUBLIC

My Commission Expires: 2/11/25



Revised 01.20.2016

## FREDERICK COUNTY PUBLIC SCHOOLS

### CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
  - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
  - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
  - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.



By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature  Date 6/26/23

Print name and title of  
signatory Glenn Chamberlin, Chief Financial Officer

Print name of  
company Weiss Bros. of Hagerstown, LLC

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Weiss Bros. of Hagerstown, LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>18038 Oak Ridge Drive</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Hagerstown, MD 21740</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-			-			
or									
Employer identification number									
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>1/10/2023</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## PROPRIETARY INFORMATION IDENTIFICATION

Name of Firm/Offeror: Weiss Bros. of Hagerstown, LLC

All information submitted by an offeror is subject to public disclosure under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland. Unless portions of a solicitation are identified as confidential, all records are considered public. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

Section Title:	Page #s:	Reason for Withholding from Disclosure
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I certify the accuracy of this information.

Signed: 

Title: Chief Financial Officer

Date: 6/26/23



# Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.


If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee's immediate family member has an ownership interest in the vendor's company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less than one year has an ownership interest in the vendor's company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Weiss Bros. of Hagerstown, LLC glenn.chamberlin@envoysolutions.com	18038 Oak Ridge Drive, Hagerstown, Maryland 21740 301.739.3069
Conflict of Interest Disclosure	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information.

I certify that the information provided is true and correct by my signature below:

  
6/26/23  
Signature of Vendor Authorized Representative/Date

Glenn Chamberlin  
Printed Name of Vendor Authorized Representative

## Questionnaire

### Company Overview

1. Describe your company's experience with multi-unit customers during the past five years, including any experience with school districts and/or school district buying groups.

Collectively through its affiliates, Envoy Solutions has gained extensive experience working with multi-unit customers, including districts and buying groups such as MISBO, UC Systems, HCESC, OMNIA, SMCP and Mohave. We have successfully served numerous educational institutions, like Clemson University, University of Virginia and University of Oregon to understand the unique challenges they face and tailor our products and services to meet their specific needs.

Our engagement with school districts has been focused on providing comprehensive solutions that enhance the quality of educational environments to the benefit of faculty, staff, and students. We have worked closely with administrators, facility personnel, and foodservice departments to ensure seamless integration of our products into each unique facility.

One facet of our extensive experience revolves around collaborative efforts with school district buying groups. These groups serve as instrumental platforms that fuse the purchasing power of numerous school districts, thereby enabling them to secure more favorable pricing and terms through negotiation. Through active engagement with esteemed organizations like OMNIA, we leverage our expertise and comprehensive understanding of their procurement processes to provide highly cost-effective solutions. Furthermore, we proudly hold a notable position of a platinum partner in Pennsylvania for the School Nutrition Association (SNA). The SNA represents a vast network of school districts nationwide, offering invaluable education and training pertaining to food service services.

Through our involvement with school districts and buying groups, we have developed a deep understanding of the unique requirements and constraints of the education sector. We have worked with schools of various sizes and budgets, addressing their specific needs while adhering to regulatory compliance and industry standards.

Our company's experience with multi-unit customers has enabled us to develop a range of products and services that cater to the diverse needs of school districts. These offerings include foodservice, janitorial supplies, paper products, industrial packaging, and safety supplies designed specifically for the education sector.

We take pride in our ability to establish long-term partnerships with school districts and buying groups, consistently providing high-quality products, reliable customer support, and innovative solutions. Our track record demonstrates our commitment to the education sector and our ability to adapt to evolving demands in our rapidly changing and unpredictable industry landscape.

### Order Processing and Distribution

2. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Envoy Solutions offers a variety of ways for customers to order, including online ordering, email, fax, and phone. We have over 800 sales associates nationally that can help you develop solutions for all your food service and Jan-San needs.

Order Flow:

- Orders are placed into our system via Sales Consultant, Customer Service, or through our online platforms.
- Orders are downloaded to our routing program.
- Once the orders are routed, the warehouse prints Pick Slips for the order. The warehouse then pulls the products for designated orders and loads the trucks for delivery.
- Once orders are delivered and the truck returns, the orders are ready to be invoiced.
- The invoice is printed and mailed to the customer. Invoices can also be emailed to the customer.
- The “day-end” process is done at 8:00 pm. Inventory is relieved, and orders move into history.

2. In what formats do you accept orders (telephone, ecommerce, etc.)?

Envoy Solutions offers a variety of ways for customers to order which include online ordering, email, fax, and phone.

3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

Envoy Solutions and our affiliate Weiss Bros. have several different web-based solutions to support order fulfillment. Our main tool is our full-featured online ordering website. Our online website contains real-time pricing, product availability, historical order lookup, contract price lists, product images, extended product descriptions, and SDS (formerly MSDS) sheets. Additionally, our websites contain advanced functionality of ship-to-level budgeting through Spend Management and the ability to set up a user's customized shopping list. Orders placed via the web are submitted to our warehouses immediately, ensuring no delay for our next-day delivery cut-off times. Cut-off times vary by location.

A second tool available to customers is Envoy Solutions' Punch Out functionality. Most of our affiliates have this capability and will be set up as requested by customers and based on the size and scope of the account. This functionality allows a customer to access Envoy Solutions' online ordering website through a cXML-based integration between the customer's system and our web servers. The Punch Out protocol ensures the customer's backend systems have visibility of the items being ordered and the expected delivery dates.

Envoy Solutions also offers traditional EDI, email, fax/facsimile, and phone alternatives for customers to place their orders.

If more complicated custom orders are necessary for Kitchen Equipment and Installation, Envoy Solutions Sales Associates are available to help determine the best product needed and will work on sourcing, product lead times, etc.

4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation. Indicate if payment can be made via credit card payment(s) and if they can be made online. Also, state any convenience fees, if applicable.

Our terms are Net 30 days. Envoy Solutions has put our best foot forward regarding pricing this RFP. There are no other discounts available at this time. Envoy Solutions accepts P-cards and

credit card payments, there may be a fee of 3.5% applied to the account for the use of P-cards/credit cards. This will be negotiated between the individual affiliate and the end user.

5. Please describe your company's position on fuel surcharges.

Additionally, there is a minimum order size requirement of \$400 per order. In the event an order fails to meet the minimum, a \$40 penalty will be assessed.

































6. Identify all other companies that will be involved in processing, handling, or shipping the Products to the end user.

Weiss Bros will be responsible for all orders, processing, invoicing, etc associated with FCPS. FCPS will have a dedicated Sales Associate to handle any orders related to this contract and all other items FCPS is currently buying today from Weiss Bros.

For other agencies located throughout the US., one of the below affiliates will be assigned to handle the customer's needs as it relates to this contract as well as offering our full line of janitorial, foodservice, and packaging items.

Below is the current list of Affiliates but could continue to expand as we continue to fill in our national footprint.

Currently:

 Accurate Chemical Acquisitions, LLC	 Mooney-General Paper Company
 American Paper & Supply Company	 NVISION
 ATRA Janitorial Supply	 Next-Gen Supply Group
 BBC Distributing Food Service Equipment & Supply	 North American Corporation
 Bio-Shine, Inc.	 North Woods
 Daycon	 PJP
 Delta Packaging & Supply	 Pennsylvania Paper & Supply
 Detroit Chemical and Paper Supply	 Royal Corporation
 GPMI Company	 Sigma Supply of North America
 General Chemical & Supply	 Southeastern Paper Group
 H.T. Berry Company	 SunBelt Packaging
 Hughes Enterprises	 Swish White River
 Janitor's Closet	 United Packaging
 Johnston Foodservice & Cleaning Solutions	 Valley Janitor Supply
 Knight Marketing Enterprises	 WAXIE Sanitary Supply
 KSS Enterprises	 Weiss Bros.

7. Describe your ability to provide customized reports for each Participating Public Agency.

Envoy Solutions prides itself on supporting our customers, ensuring their contract compliance, and providing value that exceeds our competitors' and customers' expectations.

The following standard reports can be delivered with any frequency the customer desires:

**Diversity Spend Summary** - Percentage of products supplied by diversity suppliers (small business, women-owned business, service-disabled veteran-owned business, etc.)

**Green Product Analysis** - Percentage of sales of green products by product category and the top ten green items sold

**Sales Summary** - Summary of sales, current month over previous month, current quarter over previous quarter, and rolling thirteen (13) months of sales

**Accounts Receivable Information** - Summary of total accounts receivable information plus the current amount and aging information

**Service Level and Fill Rate** - Service Level displays the number of orders delivered 100% complete, and Fill Rate displays the percentage of items filled 100% complete

**Fill Rates by Product Category** - Percentage of products filled at the product category level for the current and last three (3) quarters

**Product Mix** - Pie chart displaying the overall product mix by product category

**Vendor Mix** - Pie chart displaying the overall product mix by vendor category

**Order Count** - Line chart displaying the total order count over the last thirteen (13) periods

**Core Spend as a Percentage of Sales** - Sales of core items sold by category over the current and last three (3) quarters

**Average Order Size** - Line chart displaying the average order size over the last thirteen (13) periods

**Backorder Count** - Line chart displaying the number of items back ordered over the last thirteen (13) periods

**Order Source Statistics** - Order count, by the specific order source for the current and last three (3) quarters

**Key SKU Information** - For example, Top ten (10) items sold for the current and last three (3) quarters

Additionally, Envoy Solutions provides a variety of ad hoc and scheduled custom reporting. Examples include electronic billing files and Spend Management. Agencies can work with their affiliates to determine the reporting necessary and what reporting is available at that location.

8. Describe your company's ecommerce capabilities:

Envoy Solutions and our Affiliate Weiss Bros. have several different web-based solutions to support order fulfillment. Our main tool is our full-featured online ordering website. Our online website contains real time pricing, product availability, historical order lookup, contract price lists, product images, extended product descriptions, and SDS (formerly MSDS) sheets. Additionally, our websites contain advanced functionality of ship-to-level budgeting through Spend Management and the ability to set up a user's customized shopping list. Orders placed via the web are submitted to our warehouses immediately, ensuring no delay for our next day delivery cut off times. Cut off times vary by location.

Due to the specific aspect of the kitchen equipment process, we recommend not using ecommerce for these orders and working directly with a sales associate. If ecommerce for these products is a necessity, the agency can work directly with the affiliate to set up.

- a. Include details about your company's ability to create punch out sites and accept orders electronically.

A second tool available to customers is Envoy Solutions' Punch Out functionality. Most of our affiliates have this capability and will be setup as requested by customers and based on the size and scope of the account. This functionality allows a customer to access Envoy Solutions' online ordering website through a cXML-based integration between the customer's system and our web servers. The Punch Out protocol ensures the customer's backend systems have visibility to the items being ordered and the expected delivery dates.

Due to the specific aspect of the kitchen equipment process, we recommend not using ecommerce for these orders and working directly with a Sales Associate. If ecommerce for these products is a necessity, the agency can work directly with the affiliate to set up.

b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

Envoy Solutions presently serves customers nationwide who are actively utilizing these purchasing systems. Our dedicated IT support team collaborates closely with the respective agencies' IT departments to establish seamless connections and ensure optimal functionality tailored to each customer's specific requirements. In order to mitigate the labor-intensive task and time-consuming efforts for both parties to execute this integration, we provide this feature to customers that procure over a specific threshold over a duration of one year or more.

9. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Envoy Solutions is not diversity certified, however, we are a large business enterprise that has an active program to seek out opportunities for redistribution and other functions by diverse companies, particularly those recognized by the Federal Government as service-related disabled veteran, small, women, or minority owned.

Envoy Solutions has many small business, women owned business, service disabled veteran owned business, veteran owned business, minority owned business, as well as 8A and hub-zone operated business partners providing contracting, sales, and supplies.

Envoy Solutions can provide scheduled and ad hoc reporting on these and other metrics; we do so regularly for numerous customers. Minority spend and many other metrics can be included in these standards and customized reports.

Presently, we employ the following businesses:

- **Access Products** – a Service Related Disabled Veteran Owned Small Business
- **Advantage West GPS** – a Small Business
- **Aerial Industries** – a Service Related Disabled Veteran Owned Small Business
- **American Sanitary products** – a Service Related Disabled Veteran Owned Small Business
- **Aviate Enterprises, Inc.** – a Service Related Disabled Veteran Owned Small Business
- **Capp, Inc.** – a Small Business
- **Coronado Distributing Co.** – a Service Related Disabled Veteran Owned Small Business
- **Divine Imaging, Inc.** – a Woman Owned Small Business
- **Document Imaging Dimensions, Inc.** – a Small Business
- **Garrison Walker Group** – a Service Related Disabled Veteran Owned Small Business
- **Global Procurement Solutions** – a Service Related Disabled Veteran Owned Small Business
- **JE HURLEY Construction** – a Service Related Disabled Veteran Owned Small Business
- **LC Industries** – a NIB and Ability One Small Business Distributor
- **M.A.N.S. Distributors, Inc.** – a Minority Woman Owned Small Business
- **Morningstar Industries** – a Woman Owned Small Business
- **Noble Supply** – a Woman Owned Small Business
- **Seattle Lighthouse for the Blind** – a NIB and Ability One Small Business Distributor
- **Shelby Distributions** – a Service Related Disabled Veteran Owned Small Business and Woman Owned Small Business



a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.

Envoy Solutions has two programs for ESB/MBE and WBE participation in our contracts.

Tier One: Since many public sector agencies require or prefer to work through a disadvantaged business partner, Envoy Solutions has developed a network of reputable small, disadvantaged businesses that we authorize to support the contract through sales, customer service, and other commercially useful functions. All of our Emerging Small Business/Minority-owned Business Enterprise partners already work extensively with Envoy Solutions on federal, state, local, and commercial accounts. Envoy Solutions does not dedicate any particular work to any MBE. Each MBE is enabled to develop sales or propose other value-added work based on their ability to perform.

Tier Two: Envoy Solutions purchases supplies from hundreds of manufacturers and many of those are small businesses, women-owned, minority owned, veteran owned and other historically disadvantaged business enterprises. Spending from these second-tier vendors is tracked and available for reporting at the item level for all customers. Currently our public sector spending overall includes more than 25% of sales from vendors that qualify as historically disadvantaged.

Customers choosing to use our ESB/MBE, WBE, and other historically disadvantaged business partners, pay an additional 5% added to the price of each product. In many, if not most, cases customers will be able to negotiate other discounts to offset this additional fee. Envoy Solutions' diversity business partners provide valuable services. Rather than distribute the cost associated with those services to all contract users, we believe fairness dictates that these costs be applied where incurred. All products sold and services offered by Envoy Solutions under contract will be available through our small or disadvantaged business affiliates.

b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Envoy Solutions does not dedicate any particular work to any MWBE at this time. However, should a qualified MWBE be identified that can assist supporting this contract, Envoy Solutions will identify the business and their qualifications to FCPS for consideration on this contract. For instance:

- Low Temp Industries (WOB) – Service Counters, front of the house cafeteria renovations.
- GOJO (WOE) – Hand soap and sanitizer

### **Products, Services and Solutions**

1. Provide a description of how your offering meets the requirements set forth in Section 2 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.

Envoy Solutions is proposing a national offering for consideration. With 82 distribution centers across the U.S., Envoy Solutions is positioned to provide kitchen equipment, installation/services, not including hook-up, through our Affiliates and third-party partnerships.

Our Affiliates have in-house design and installation available in MD, PA, CT, NJ, NY, VA, VT.

We have listed out our pricing structure in the Price Proposal of our submission.

2. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Envoy Solutions at the discretion of the affiliate is proposing a minimum order fee of \$40 for orders under \$400.

3. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

Envoy Solutions provides comprehensive demonstrations of the kitchen equipment ordered through our esteemed manufacturing partners. We understand the value of hands-on experiences in helping customers make informed decisions. In addition to the demonstrations, Envoy Solutions offers supplemental training materials, including detailed documentation and informative brochures, to enhance our customers' understanding and utilization of the equipment.

Additionally, some of our Affiliates have dedicated showrooms available for customers to visit. These showrooms serve as experiential spaces where customers can witness product demonstrations and gain firsthand insights into the capabilities of various equipment and products. For example, our Affiliate, PJP, operates a culinary academy that facilitates in-house training and provides customers with the opportunity to observe smallwares in person, fostering an immersive learning experience.

At Envoy, we prioritize customer satisfaction by offering a combination of personalized demonstrations, supplementary training materials, and access to affiliate showrooms. We strive to empower our customers with the knowledge and hands-on exposure necessary to make well-informed decisions and optimize their use of our kitchen equipment offerings.

4. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.

Envoy Solutions and our affiliates provide a consultative approach to working with our clients to achieve their goals. We can provide specific consulting services on kitchen design, inventory management, and sustainability. We currently have emergency preparedness plans for the most contracts we have in place and can advise on how to shift operations quickly when emergencies happen.

5. State your fill rate for products, if less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.

In order to reach a 98% fill rate, our team will need an accurate demand forecast which will allow us to efficiently manage inventory with our strategic suppliers in order to streamline the ordering process.

Our fill rate specifically focuses on stocked items and exclude non-stocked and special-order items. Please note that custom kitchen equipment, which falls under the category of non-stocked items, has lead times that are generated only after submittal drawings are signed. These submittal drawings are generated upon receipt of a purchase order (PO).

6. Describe your company's capabilities in the areas of Kitchen and Serving Line Equipment, and Smallwares,

Envoy Solutions offers over 9,000 products to our customers including disposable food packaging, catering kitchen small wares, and commercial kitchen equipment. We also have relationships and are currently buying products from a variety of manufacturers in this category to help source items needed for custom projects. No matter what your needs are in the foodservice industry, we have you covered.

### **KITCHEN EQUIPMENT**

Whether we are working in a large school district or a higher education dining hall, we can provide the right specialized equipment to get the job done. Envoy Solutions not only has the equipment you need, but the expertise to help you identify which solutions will make your kitchen run as efficiently as possible. Our team has decades of experience in the food service industry, so we know what it's like to be an operator, and we know what you need out of your equipment. Let us help you make your kitchen the best it can be.

### **KITCHEN SUPPLIES**

Every kitchen is full of hundreds of different tools and utensils, that make it possible to prepare delicious meals. Wooden spoons, carving knives, pots, and pans — you need all of it and more for your kitchen to run optimally. With over 9,000 items available on the East and the ability to ship nationally, we have what you need to make your kitchen work for you, instead of the other way around.

### **DESIGN & DEVELOPMENT**

We take your amazing restaurant idea and make it a reality. You have the perfect idea in your head, but getting that idea from thought, to paper, to a functioning and profitable business is a huge task. Some of our affiliates have over 50 years of restaurant and cafeteria experience to help you make it happen. Our expert team of Project Managers and Designers located in Pennsylvania, will work with our sales team nationally through every step of the process as we plan and execute your concept.

We are including the link below to our resource page for foodservice equipment for further review of our capabilities.

<https://www.envoysolutions.com/fs-resources>

7. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

Envoy Solutions provides solutions that aim to enhance our customers' ability to access products and ensure on-time delivery. Our Vendor Managed Inventory (VMI) and Standardization of Products programs are just a couple that demonstrate our commitment to providing customer-centric strategies.

- VMI – is accomplished by monitoring inventory levels in order to replenish stock. This ensures there are no stockouts or delays. By accurately forecasting demand, optimal stock levels can be maintained which reduces lead times, improves inventory turnover and increases operational efficiencies.
- Standardization of Products – helps to improve inventory management and reduces the need for excessive stock variations. By focusing on standardized products, we can ensure quicker order processing and delivery, leading to improved on-time performance.

8. Describe your company's quality control processes.

At Envoy Solutions, our quality control process consists of several steps to ensure that products meet the required standards and specifications. Listed below is a brief overview of our quality control process:

- Supplier Evaluation – thorough evaluation of potential suppliers to assess their reliability, reputation, and adherence to quality standards. This includes assessing production capabilities, quality management systems, certifications, and track record.
- Incoming Inspection – when products are received from suppliers, an incoming inspection is conducted from a visual standpoint to ensure products are free of visible defects, verify packaging integrity, and conduct random sampling for further testing, when needed.
- Product Testing – to validate quality and compliance with standards.
- Inventory Management – to ensure proper product rotation, minimizing the risk of expired or outdated products entering the market.
- Packaging and Labeling Verification – ensures the products are properly labeled, including accurate product descriptions, ingredient lists, and any required warnings or certifications.
- Ongoing Supplier Monitoring – maintain open communication with suppliers, regular reviews, and periodic audits to ensure consistent adherence to quality standards.
- Customer Feedback and Complaint Handling – provides an additional way to identify potential issues, in order to take corrective actions, and continuously improve process and relationship.
- Documentation and Record-Keeping – serve as evidence of compliance and provide a historical reference for future quality assessments.

9. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

Envoy Solutions addresses customer complaints and services issues quickly, providing a prompt response and resolution. Envoy Solutions Management follows up with the customer to ensure their needs are met and determine what procedures can be put in place to prevent the same issues moving forward.

Customer complaints will be acknowledged by email within four hours with an expected resolution time of 24-48 hours.

### **National Program Response**

1. Include a detailed response to ATTACHMENT 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

2. The successful offeror will be required to sign ATTACHMENT 1, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Following this section, please find our responses to Attachment 1, Exhibit A and B.

### Financial Statements

1. Please include an audited income statement and balance sheet from the most recent reporting period.

As a downstream subsidiary of a public company, we do not disclose specific operating results for subsidiary operations. However, we do offer the opportunity for a call with the company's CFO to discuss broader financial results.

### Additional Information

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

As a trusted national partner that specializes in facility care, industry packaging, foodservice, and marketing execution, Envoy Solutions is strategically positioned to service the Participating Public Agencies of FCPS in a variety of ways.

### Markets We Serve

Foodservice	Facility Care	Packaging	Marketing Execution
A wide range of supplies, equipment, and disposables for operating foodservice facilities.	Innovative cleaning solutions and facility supplies to ensure a healthier and safer building occupant experience.	Supplies, equipment, maintenance programs, and expertise to fully optimize packaging processes.	A full suite of marketing operation services to help design, develop, procure, and distribute your brand assets.

Our industry experts provide innovative solutions through our network of the nation's best regional distributors. Our network of companies, backed by hundreds of years of combined experience, helps make the world cleaner, safer, more productive, and more sustainable.

### Our Approach

At Envoy Solutions, we work hard to help our customers and their teams solve the most demanding industry challenges with the most effective products and solutions. Here's how we do it:

- **RELIABILITY** - Your success depends on an efficient supply chain. We deliver consistent quality, ensure product availability, and add value, even as markets shift.
- **SIMPLICITY** - We deliver a full range of tailored business solutions that make it easy to achieve your goals and meet your unique business needs. Whatever they may be.
- **EXPERTISE** - We're a team of industry experts focused on providing real insights and recommendations to help take your business to the next level.
- **SERVICE** - We're always ready to roll up our sleeves and help you get the job done. We're not just a catalog or online resource—we're a hands-on extension of your team, and we take pride in helping YOU succeed.
- **SOLUTIONS** - We're your problem-solver, clarifying your goals and customizing solutions that energize your enterprise, one that improves efficiency and lowers costs.

## **Supporting Documents – Attachment 1**

### **Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

Following this page, please find the required documents as instructed:

- Exhibit A – Response for National Cooperative Contract
- Exhibit B – Administration Agreement, Example
- Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
- Exhibit D – Principal Procurement Agency Certificate, Example
- Exhibit E – Contract Sales Reporting Template
- Exhibit F – Federal Funds Certifications
- Exhibit G – New Jersey Business Compliance
- Exhibit H – Advertising Compliance Requirement



## Exhibit A – Response for National Cooperative Contract

Envoy Solutions is positioned to deliver products and services on a national scale through our family of Affiliates, much like FCPS' strategic partnership with OMNIA to offer products and services to other public agencies nationally. It is our goal that FCPS and OMNIA experience the value Envoy Solutions' family of Affiliates provides to national K-12 and Public Agencies through a National Contract.

### 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

#### 1.1 Requirement

Frederick County Public Schools (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for **Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation**. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP.

OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

Envoy Solutions has reviewed and will comply accordingly.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

[Envoy Solutions understands the administrative fee requirement.](#)

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

[Envoy Solutions understands.](#)

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the

appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

Envoy Solutions understands.

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

Envoy Solutions understands.

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

Envoy Solutions understands.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the

Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Envoy Solutions understands.

## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

Envoy Solutions can commit to offering the same pricing to an agency if lower pricing on another contract is determined. This is only if the volume and assortment are identical to the contract being compared. Furthermore, if the contract in comparison has differences in freight, min. service fees, etc., Envoy Solutions would be able to add these into the order to make comparable to the best offer.

## **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Envoy Solutions and its family of affiliates has decades of experience growing and marketing lead agent public sector national programs. Envoy Solutions is very familiar with OMNIA partners in particular and has 15 years+ experience working together to help grow our contracts. We currently have contracts related to janitorial supplies but do not have a national contract to advertise and grow the food service portion of our business to include kitchen equipment, installation, and design.

We see this contract as a way to further penetrate our existing customers within OMNIA and expand their purchases to include kitchen equipment, foodservice, etc.

Envoy Solutions' Senior National Accounts Director, along with the National Accounts Director, will generate target lists with location and department level detail, using BI software. Envoy Solutions' Senior Director of National Accounts will schedule launch meetings at Envoy Solutions distribution centers to share target information. Efforts will be tracked within Envoy Solutions via CRM software. Envoy Solutions' Senior Director of National Accounts will maintain regular communication with both OMNIA and FCPS to monitor and direct continued efforts.

Our 800 Sales Representatives will be trained on the program and the team then identifies targets to pursue in their local markets. This practice of targeting opportunities in the local marketplace

provides direction to the sellers to pursue relevant opportunities with significant upside. Due to our current janitorial contracts with OMNIA, we have begun to integrate our sales team with the Sales Enablement Team, ISO and have started training regions of sales administrators on the OMNIA Connect tool.

Envoy Solutions will coordinate our targeting activities with supplier partners who assist in developing co-branded marketing pieces. All sellers are held responsible for reporting back results against their target list. Marketing campaigns are held at various times over the course of the year to reflect market opportunities for specific products. As an example, one of our Affiliates, PJP has a variety of videos, blogs, etc. on their website to showcase food service items and equipment.

<https://www.pjponline.com/help/video/the-power-of-presentation-how-much-is-this-burger-worth/>

National Accounts will provide training to all sales representatives on the terms of the contract and review on regular cadences the use of cooperatives across the U.S. We use this training in conjunction with online marketing efforts and sell sheet brochures on the cooperative to drive understanding and adoption of the program.

We will conduct re-evaluations on a quarterly basis to see what additional training is needed. We will also pinpoint existing cooperative customers not currently purchasing in this category to drive adoption and understanding of the additional product categories we offer.

### **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.

Envoy Solutions has complied with this section.

#### **3.1 Company**

- A. Brief history and description of Supplier to include experience providing similar products and services.

Envoy Solutions is the nation's premier specialty distribution company supplying customers with a diverse selection of essential products including facility care, food service disposables, packaging solutions, and marketing execution. With 82 distribution centers across the U.S., 3,900 Associates, \$175K+ in inventory, and 3.7+ million sq ft of warehouse space to service our customers, Envoy Solutions and its growing family of Affiliates are strategically positioned to help businesses thrive through a multi-faceted approach to make facilities cleaner and people safer, every day. Our family of Affiliates under Envoy Solutions service customers in all 50 states.

Envoy Solutions has 32 Affiliates with combined annual sales over \$3.2B. With a collective business history ranging from 20 to over 130 years, our Affiliates bring a wealth of experience as long-time distributors to public sector clients. Our key deliverables to our public sector customers are contract compliance, competitive pricing, and a robust product offering. We pride ourselves on our ability to offer onsite solutions and services through our expert and seasoned sales team.



## Our Approach

At Envoy Solutions, we work hard to help our customers and their teams solve the most demanding industry challenges with the most effective products and solutions. Here's how we do it:

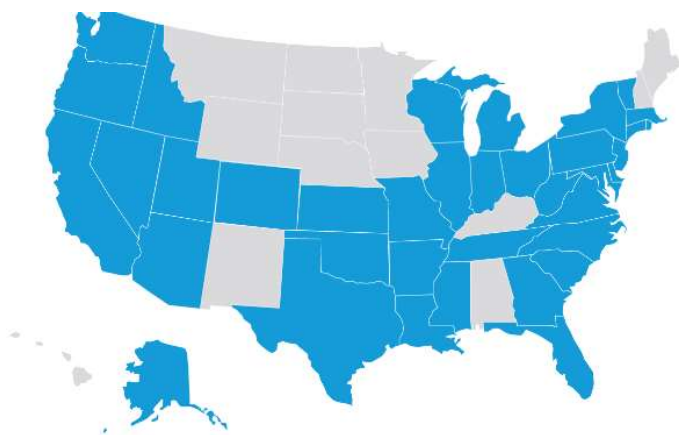
- **RELIABILITY** - Your success depends on an efficient supply chain. We deliver consistent quality, ensure product availability, and add value, even as markets shift.
- **SIMPLICITY** - We deliver a full range of tailored business solutions that make it easy to achieve your goals and meet your unique business needs. Whatever they may be.
- **EXPERTISE** - We're a team of industry experts focused on providing real insights and recommendations to help take your business to the next level.
- **SERVICE** - We're always ready to roll up our sleeves and help you get the job done. We're not just a catalog or online resource—we're a hands-on extension of your team, and we take pride in helping YOU succeed.
- **SOLUTIONS** - We're your problem-solver, clarifying your goals and customizing solutions that energize your enterprise, one that improves efficiency and lowers costs.

## Markets We Serve

Foodservice	Facility Care	Packaging	Marketing Execution
A wide range of supplies, equipment, and disposables for operating foodservice facilities.	Innovative cleaning solutions and facility supplies to ensure a healthier and safer building occupant experience.	Supplies, equipment, maintenance programs, and expertise to fully optimize packaging processes.	A full suite of marketing operation services to help design, develop, procure, and distribute your brand assets.

### B. Total number and location of salespersons employed by Supplier.

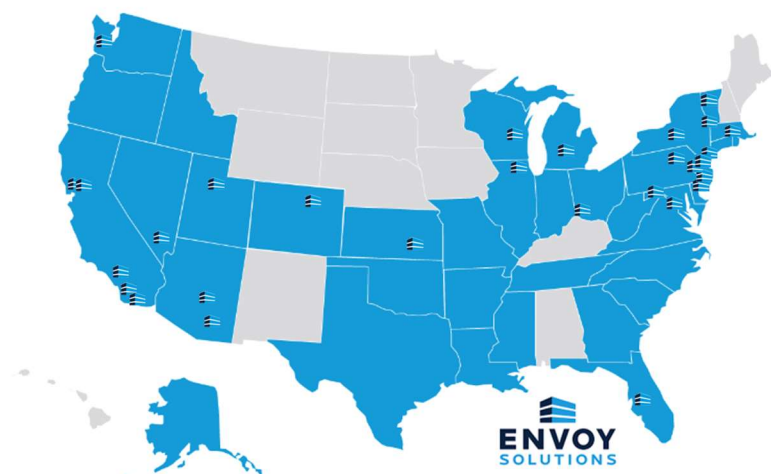
Envoy Solutions has over 800 Sales Consultants across the country. The map below represents the states with sales representatives in the field. We can service anywhere in the US.



- 800+ Industry Experts Ready to Support
- 82 Distribution Centers Across the USA
- 200K Customer Locations Served
- 724 Vehicles Delivering Locally

### C. Number and location of support centers (if applicable) and location of corporate office.

Envoy Solutions has 28 support centers throughout the nation.



D. Annual sales for the three previous fiscal years.

As a downstream subsidiary of a public company, we do not disclose specific operating results for subsidiary operations. However, we do offer the opportunity for a call with the company's CFO to discuss broader financial results.

a. Submit FEIN and Dunn & Bradstreet report.

Weiss Bros. of Hagerstown, LLC

FEIN: 52-0856522

Dunn & Bradstreet: 02-2609788

Please find our DUNS report in Attachment A of our response.

E. Describe any green or environmental initiatives or policies.

Envoy Solutions is committed to being a leader in promoting healthy, safe, clean, and sustainable work environments in the communities we serve. We've taken important steps to enhance our sustainability efforts, both internally and externally.

Internally, we've converted several facilities to receive energy from solar panels, transitioned to LED lighting at some buildings to be more energy-efficient, right-sized our HVAC systems, saved water through drought-tolerant landscaping, and currently three of our buildings are LEED-Certified. From an external perspective, we've developed the Green Partner Support Program to help our customers achieve their sustainability goals in these key focus areas: Chemistry, Mechanization, Diversion, Entryways, Consumables, Conversation, Wellness, and Stewardship. For example, we utilized Mechanization by combining green chemistry with battery-operated floor equipment to enable the Seattle Space Needle to be more energy efficient. Envoy Solutions is also an EPA SmartWay partner showing our commitment to minimizing our environmental footprint.

We have a large portfolio of sustainable products across our family of companies, from cleaning chemicals to industrial and food packaging. In fact, two Envoy Solutions companies, WAXIE Sanitary Supply and North American Corporation, were the recipients of the Green2Sustainable's 2022 Sustainability Recognition Plaque handed out each year at the ISSA Show® North America. For examples on how WAXIE promotes sustainability, <https://info.waxie.com/green/commitment-to-sustainability>. In addition, our majority partner, FEMSA, is on the Dow Jones Sustainability Index

and has robust sustainability goals. Envoy Solutions is committed to integrating FEMSAs sustainability goals into our own operations.

Below are some examples of the sustainability brochures in the food service vertical:

<https://www.envoysolutions.com/foodservice-sustainability>

<https://www.envoysolutions.com/pfas-free-compostable>

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Envoy Solutions has an active program to seek out opportunities for redistribution and other functions by diverse companies, particularly those recognized by the Federal Government as service-related disabled veteran, small, women, or minority owned. Envoy Solutions has many small business, women owned business, service disabled veteran owned business, veteran owned business, minority owned business, as well as 8A and hub-zone operated business partners providing contracting, sales, and supplies.

In 2022, 24.9% of the products Envoy Solutions sold were sourced from historically disadvantaged business enterprises as defined by federal requirements. This percentage has grown annually since we began tracking it and we are committed to increasing our participation with disadvantaged business enterprises moving forward.

- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise

Yes ☐ No ☒

If yes, list certifying agency:

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes ☐ No ☒

If yes, list certifying agency:

- c. Historically Underutilized Business (HUB)

Yes ☐ No ☒

If yes, list certifying agency:

- d. Historically Underutilized Business Zone Enterprise HUBZone)

Yes ☐ No ☒

If yes, list certifying agency:

- e. Other recognized diversity certificate holder

Yes ☐ No ☒

If yes, list certifying agency:

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

We do not foresee a need to engage support from any subcontractors for the work listed in this RFP.

- I. Describe how supplier differentiates itself from its competitors.

Envoy Solutions and its family of Affiliates embody a vital component that sets us apart - the human element. We take great pride in our collaboration with established Affiliates, each boasting an impressive track record in our industry. With a combined business history spanning from 20 to over 130 years, our Affiliates bring invaluable experience as longstanding distributors to public sector clients. Throughout challenging periods including recessions, the oil crisis, the global financial crisis, and the COVID-19 pandemic, this strategic partnership has enabled us to harness vast knowledge and expertise, granting us a distinct competitive advantage in catering to our esteemed public sector customers.

At Envoy Solutions, we pride ourselves on our depth of expertise, providing tailored solutions and unwavering assistance to each of our valued customers. Our continued success is evident as customers consistently choose us, having experienced the tangible benefits firsthand through the strong relationships we have fostered. We show up every day, ready to work diligently on their behalf. Our commitment is reflected in our dedication to helping our customers achieve their goals.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

None.

- K. Felony Conviction Notice: Indicate if the supplier

- X 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 an individual(s) who has been convicted of a felony and provide the names and convictions.

- L. Describe any debarment or suspension actions taken against supplier

None.

### 3.2 Distribution, Logistics

- M. 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.

#### Markets We Serve

Foodservice	Facility Care	Packaging	Marketing Execution
A wide range of supplies, equipment, and disposables for operating foodservice facilities.	Innovative cleaning solutions and facility supplies to ensure a healthier and safer building occupant experience.	Supplies, equipment, maintenance programs, and expertise to fully optimize packaging processes.	A full suite of marketing operation services to help design, develop, procure, and distribute your brand assets.

For more information on the broad portfolio of services we offer: <https://www.envoysolutions.com/>

- N. 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.

Envoy Solutions buys directly from manufacturers for our national accounts, enabling us to provide timely delivery to customers across our footprint.

In most instances freight is included in the price of the item and will be freight free within our delivery footprint. If an agency outside of our footprint wants to order from this contract, they can but it will incur freight charges. Any such locations would be disclosed and mutually agreed upon prior to any order shipments.

For smallware products, orders are shipped on company owned delivery vehicles, operated by our uniformed personnel, as part of a scheduled delivery route. We feel this is an extension of our commitment to providing the best possible customer service, throughout the entire process. In the event that is not feasible, the following modes of delivery are available: Fed-Ex, UPS, USPS, LTL delivery carrier, special delivery courier.

Envoy Solutions and its Affiliates are able to provide services for the Continental United States

- O. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Pricing and compliance of the contract is managed by our National Account team. This team is responsible nationally for compliance on freight terms, min order fees, payments terms, core list and pricing. This team also does audits during the quarterly rebate to ensure correct pricing for all customers moving forward. Customers that enter the OMNIA program and purchase through our online platform are only provided the OMNIA pricing as a ceiling and can price below but with system constraints pricing will not go above the contractual requirements of pricing by item. All pricing is managed by the National Account Team and customers don't have access to use of the program without going through the correct channel for setup.

We will also provide price list and evaluations to all agencies upon request to ensure the contract is as expected with the customer upfront and before orders are placed.

- P. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

As stated previously, Weiss Bros. will be the entity directly involved with FCPS. Therefore, all processing, handling or shipping of products/service to FCPS will be through Weiss Bros. All other public agencies will go to one of the below affiliates based on the address of the customer. Below is our current list of affiliates but that could continue to evolve as we continue to expand nationally.

Please visit [www.EnvoySolutions.com](http://www.EnvoySolutions.com) for a current list of Affiliates. Currently:

■ Accurate Chemical Acquisitions, LLC  
■ American Paper & Supply Company  
■ ATRA Janitorial Supply

■ Mooney-General Paper Company  
■ NVISION  
■ Next-Gen Supply Group

- |                                                    |                                 |
|----------------------------------------------------|---------------------------------|
| ≡ BBC Distributing Food Service Equipment & Supply | ≡ North American Corporation    |
| ≡ Bio-Shine, Inc.                                  | ≡ North Woods                   |
| ≡ Daycon                                           | ≡ PJP                           |
| ≡ Delta Packaging & Supply                         | ≡ Pennsylvania Paper & Supply   |
| ≡ Detroit Chemical and Paper Supply                | ≡ Royal Corporation             |
| ≡ GPML Company                                     | ≡ Sigma Supply of North America |
| ≡ General Chemical & Supply                        | ≡ Southeastern Paper Group      |
| ≡ H.T. Berry Company                               | ≡ SunBelt Packaging             |
| ≡ Hughes Enterprises                               | ≡ Swish White River             |
| ≡ Janitor's Closet                                 | ≡ United Packaging              |
| ≡ Johnston Foodservice & Cleaning Solutions        | ≡ Valley Janitor Supply         |
| ≡ Knight Marketing Enterprises                     | ≡ WAXIE Sanitary Supply         |
| ≡ KSS Enterprises                                  | ≡ Weiss Bros.                   |

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

Envoy Solutions services all 50 states with locations in 37 states through our 82 Distribution Centers containing \$175K in inventory stored in 5.2+ million sq ft of warehouse space.

City	State	SQFT
Anchorage	AK	17,900
Fairbanks	AK	3,200
Van Buren	AK	100,000
Hot Springs	AR	138,000
Hot Springs	AR	102,000
Fort Smith	AR	90,000
Hot Springs	AR	50,000
Little Rock	AR	43,000
Pargould	AR	30,000
Mesa	AZ	100,677
Tucson	AZ	7,400
Ontario	CA	138,638
San Diego	CA	114,318
Livermore	CA	82,550
Santa Ana	CA	78,517
West Sacramento	CA	48,000
El Centro	CA	6,100
Thousand Palms	CA	5,904
Santa Clara	CA	5,525
Aurora	CO	61,611
Colorado Springs	CO	8,256
Orange	CT	12,234
Wallingford	CT	3,000
Lakeland	FL	80,000
Jacksonville	FL	78,361
Dania Beach	FL	75,592

City	State	SQFT
Hagerstown	MD	49,437
Lake Cormorant	MS	198,000
Browns Summit	NC	225,000
Morrisville	NC	6,031
Moorestown	NJ	20,064
Spotswood	NJ	26,376
Pompton Plains	NJ	16,000
Farmingdale	NJ	5,000
Carlstadt	NJ	71,000
Las Vegas	NV	39,746
Las Vegas	NV	79,486
Auburn	NY	180,000
Maspeth	NY	25,000
Hamilton	OH	14,975
Oklahoma City	OK	46,875
Tulsa	OK	80,000
Oklahoma City	OK	37,620
Gresham	OR	11,082
Philadelphia	PA	255,000
Levittown	PA	80,266
Spartanburg	SC	262,000
Conway	SC	50,000
Columbia	SC	79,000
Florence	SC	33,000
Johnsonville	SC	49,649
York	SC	25,558



College Park	GA	317,394	Pigeon Forge	TN	10,000
Vidalia	GA	20,000	Houston	TX	153,357
Albany	GA	5,000	Grand Prairie	TX	110,000
Boise	ID	10,368	Houston	TX	41,004
Idaho Falls	ID	8,600	Grand Prairie	TX	33,000
Glenview	IL	270,000	Salt Lake City	UT	86,881
Jasper	IN	87,988	St. George	UT	4,648
Wichita	KS	51,212	Ashland	VA	16,000
Shreveport	LA	105,000	Alexandria	VA	6,964
Mansfield	MA	83,592	Chantilly	VA	6,869
Canton	MA	100,000	Hartford	VT	47,000
Upper Marlboro	MD	190,000	Williston	VT	4,000
Rockville	MD	7,000	Kent	WA	79,560
Lanham	MD	6,789	Spokane Valley	WA	4,000
Halethorpe	MD	3,600	Sheboygan	WI	37,000
Rosedale	MD	48,145			

### 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:
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - 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

This contract will be one of our primary go-to-market strategies for kitchen and serving line equipment, smallwares, parts, design, and installation. The Envoy Solutions Affiliates will work together focused on end user calls, strategy planning, and additional training.

The experience of our sales team will allow us to hit the ground running and reduce ramp-up time.

- Target activities ongoing throughout the year
- Training module (Bootcamp 101) for our sellers both in cooperative use and Foodservice and Smallware business.
- Multiple marketing campaigns throughout the year with suppliers to targeted agencies.
- Participate in OMNIA Connections as well as national events such as NIGP.
- Conduct business reviews with OMNIA and FCSP and suppliers resulting in targeted sales activities and specific marketing campaigns.
- "C" level engagement ongoing.
- Share best practices among our 800 sellers.
- Look at targeting current OMNIA customers that are utilizing our Janitorial contract.

- Look at targeting new customers in untapped markets using our Power BI tools, target lists and OMNIA Connect.

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

## 90-Day Marketing Strategy

### Phase I - Days 0-45 days

- Creation and distribution of a co-branded press release to trade publications
- Announcement, contract details and contact information published on Envoy Solutions' website

<https://www.envoysolutions.com/omnia-partners>

- Share contract details with Envoy Solutions distributor partners and suppliers
- Schedule roll-out meetings to discuss contract details and expectations
- New product and pricing schedules shared with distribution
- Design, publication, and distribution of co-branded marketing materials.
- Add marketing materials, as they become available, to OMNIA Partners webpage

#### Phase II - Days 45-90 and beyond

- Add marketing materials, as they become available, to OMNIA Partners webpage within the Envoy Solutions website.
- Commitment to attend and participate 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.
- 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 the supplier. In addition, supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, in conjunction with OMNIA Partners.
- Work with OMNIA staff to establish target customers.
- Set up work with days with OMNIA sales organizations for target agencies to schedule joint sales calls.
- Establish one year marketing calendar with supplier partners for promos to target customers and seasonal needs.
- Review new contract details with existing agencies and PPA customers.
- Ongoing commitment to aggressively market and promote the master agreement.
- Participating Public Agencies, existing Envoy Solutions Public Agency customers, as well as prospective Public Agencies nationwide throughout Master Agreement's term. This includes case studies, collateral pieces, presentations, promotions, etc.
- Look at targeting current OMNIA customers that are utilizing our janitorial contract.
- Look at targeting new customers in untapped markets using our Power BI tools, target lists and OMNIA Connect.

Add marketing materials, as they become available, to OMNIA Partners webpage within the Envoy website.

- 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.

For the district and all sites serviced by Envoy Solutions, when it's in the public agency's best interest both from a service and value standpoint to transition them to the Master Agreement available through OMNIA Partners, Envoy Solutions can upon significant experience marketing and transitioning accounts of similar size and scope to OMNIA.

Envoy Solutions services over 5,000 public sector customers with over 15,000 Ship-to locations throughout the United States. We do so in both contracts through the local agency and the use of both national cooperative contracts and state contracts.

Envoy Solutions has been competitively awarded and very successfully implemented JanSan contracts with the States of Utah, South Carolina, Georgia, Oregon, Washington, Utah, Alaska, CMAS, Nevada and Arizona. We also have cooperative contracts with Mohave, 1GPA, and NASPO.

We also have regional educational cooperative agreements with MISBO, North County Consortium, IPHEC, and FCCC to name a few.

Envoy Solutions does not currently have a cooperative or state contract that is comparable or offers the product category presented in this RFP. Our plan for integration would be to offer this category of products to all current public sector customers regardless of the state contract or cooperative contract they are currently using. We plan to create marketing pieces and email distribution dedicated to enhancing knowledge for promotional materials and present to all sales representatives as well as customers.

We will target our robust list of current customers in this vertical utilizing cooperatives, state contracts, and local contracts. We will focus on those customers already heavily penetrated with Envoy Solutions as prime candidates to offer this extended category.

Besides looking at our current customer base, we are also highly focused on new business. Each of our 800 reps are tasked with opening new business on a yearly basis and this contract will be a part of the training and focus for this goal.

- 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.

Envoy Solutions understands and will compile with request.

- 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

Envoy Solutions understands and will compile with request.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

With over 3,900 experienced Associates across the United States, Envoy Solutions and its 32 affiliates are strategically positioned to successfully execute on the master agreement. Our dedicated account management team will serve as the main communication point for OMNIA Partners and all Participating Agencies.

Participating agencies will have familiar local expertise, provided by our Affiliates, which allows for greater flexibility and responsiveness to local market conditions which results in better adaptation to the master agreement.

Envoy Solutions' family of Affiliates will be trained to properly support the master agreement through OMNIA Partners and bring their local diverse perspectives to cooperative contracts that successfully foster adoption on national contracts.

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

**Jeff Roberts, Chief Operating Officer**

[jeff.roberts@envoysolutions.com](mailto:jeff.roberts@envoysolutions.com)

(858) 292-8111 x 600

**Steve Thomas, VP – National Accounts**

[Steve.thomas@envoysolutions.com](mailto:Steve.thomas@envoysolutions.com)

(858) 292-8111 x 620

- ii. Marketing

**Ian Gresham, Chief Marketing Officer**

[ian.gresham@envoysolutions.com](mailto:ian.gresham@envoysolutions.com)

(216) 318-2179

**Trent Fitzgerald, Director of Brand and Media Communications**

[trent.fitzgerald@envoysolutions.com](mailto:trent.fitzgerald@envoysolutions.com)

(858) 292-8111 x 782

**Glenn Harbison, Director of Marketing – Foodservice**

[Glenn.harbison@envoysolutions.com](mailto:Glenn.harbison@envoysolutions.com)

- iii. Sales

**Amanda Parent, Senior Director of National Accounts, Public Sector**

[amanda.parent@envoysolutions.com](mailto:amanda.parent@envoysolutions.com)

(619) 606-6100

**Michael Gregus, Director of National Accounts, Public Sector, West**

[Michael.gregus@envoysolutions.com](mailto:Michael.gregus@envoysolutions.com)

(858) 239-8997

**Manager of National Accounts, Public Sector, East – TBD**

## **Manager of National Accounts, Public Sector, Central - TBD**

iv. Sales Support

**Abbie Birmingham, National Accounts Specialist**

[Abbie.birmingham@envoysolutions.com](mailto:Abbie.birmingham@envoysolutions.com)

(480) 333-1000 x622

**Greg Jones , National Account Manager – Specialist**

[greg.jones@envoysolutions.com](mailto:greg.jones@envoysolutions.com)

(858) 292-8111 Ext. 626

v. Financial Reporting

**Abbie Birmingham, National Accounts Specialist**

[Abbie.birmingham@envoysolutions.com](mailto:Abbie.birmingham@envoysolutions.com)

(480) 333-1000 x622

vi. Accounts Payable

**\*Each affiliate has their own Accounts Payable department that will handle invoicing.**

vii. Contracts

**Amanda Parent, Senior Director of National Accounts, Public Sector**

[amanda.parent@envoysolutions.com](mailto:amanda.parent@envoysolutions.com)

(619) 606-6100



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.

**Org. Chart 1: Executive Team Lead by CEO, Mark Fisher**



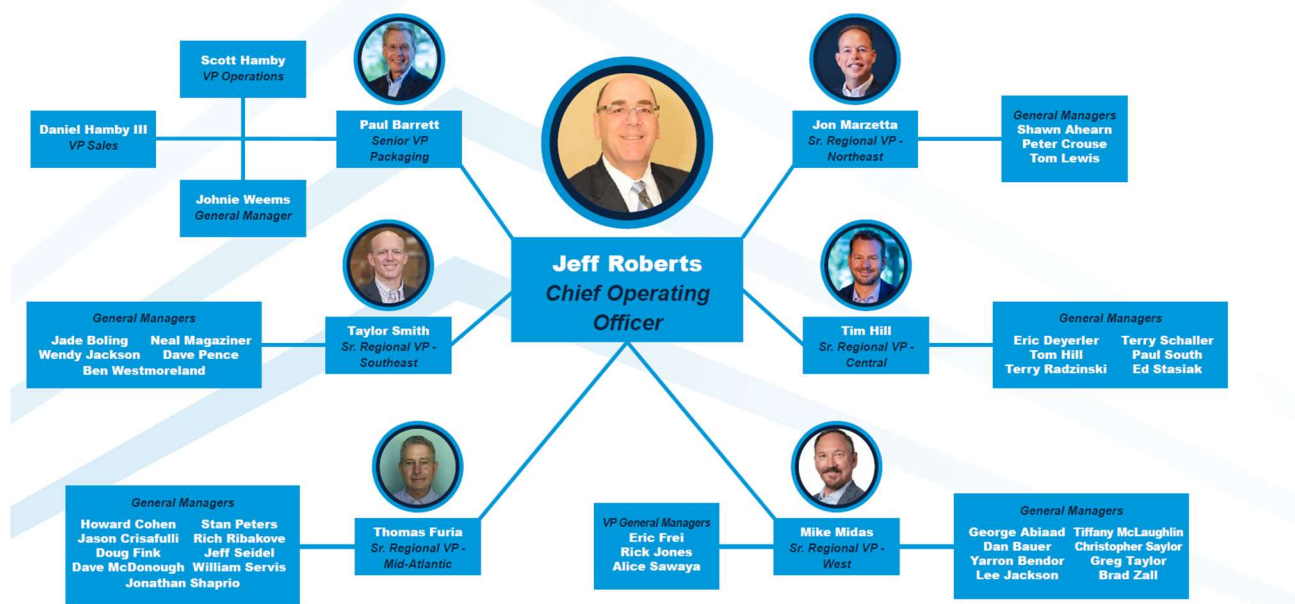
## Executive Leadership Team



**Org. Chart 2: Sales Operations**



## Sales Operations Team



## Org. Chart 3: National Account Team

# National Accounts Team



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

Envoy Solutions' family of Affiliates bring diverse perspectives to cooperative contracts that foster innovation and creativity to help drive success. Participating Agencies will have access to familiar local expertise through our Affiliates, which enables greater responsiveness to a new cooperative contract. Through collaboration, combining expertise and sharing resources, Envoy Solutions delivers the level of control and flexibility required to be agile and adaptable to grow and service a national program.

- J. 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.

Envoy Solutions' Senior National Accounts Director, along with the National Accounts Director and Managers, will generate target lists with location and department level detail, using BI software in conjunction with OMNIA Connect Tool. Envoy Solutions Senior Director of National Accounts will schedule launch meetings at Envoy Solutions distribution centers, within 30 days of award, to share target information, and to introduce Envoy Solutions sellers to OMNIA Partners sellers. Sellers can coordinate schedules to either create joint sales calls or to divide workload, as appropriate. Other PPA's in Envoy Solutions geographic footprint will be prioritized by size of opportunity and perceived likelihood of success. Efforts will be tracked within Envoy Solutions via CRM software. Envoy Solutions Senior Director of National Accounts will maintain regular communication with OMNIA Partners' Partner Development to monitor and direct continued efforts.

Our Affiliate sales reps will be trained to align with an OMNIA seller and the team then identifies targets to pursue in their local markets. This practice of targeting opportunities in the local marketplace provides direction to the sellers to pursue relevant opportunities with significant upside.

Envoy Solutions will coordinate our targeting activities with supplier partners who assist in developing co-branded marketing pieces. All sellers are held responsible for reporting back results against their target list. Marketing campaigns are held at various times over the course of the year to reflect market opportunities for specific products.

Envoy Solutions and WAXIE have been a long-time partners of OMNIA contracts through our Jan-San contracts. The Senior Director for Envoy Solutions already has monthly meetings with OMNIA to discuss strategy, training, etc. for growth.

Envoy Solutions has previously participated in several OMNIA events to include OMNIA connection to better connect with all levels of the OMNIA sales team as well as leadership to drive strategy. We also hold a meeting yearly to discuss direction of sales on the contract, how to better connect and interact with OMNIA departments and sales and learn new techniques on growing together.

In the past we have partnered with the OMNIA local sales rep to identify targets we have in common. We also have created web pages, sell sheets and represent OMNIA at all local sales conferences and tradeshow, both nationally and regionally.

Envoy Solutions Affiliates will provide training to all sales representatives based on the terms of the contract and the use of cooperatives across the U.S. We use this training in conjunction with target lists to best equip our team for successful onboarding of new accounts.

- K. 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.

We are unable to provide confidential information related to our customers. Our customers trust us to diligently safeguard and protect their records and information as responsible stewards of their data. Rest assured, if you choose us as your preferred vendor, we will extend the same level of consideration and confidentiality to FCPS.

- L. 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.

Envoy Solutions has a number of different web-based solutions to support order fulfillment. Our main tool is our full-featured online ordering website. Our online website contains real time pricing, product availability, historical order lookup, contract price lists, product images, extended product descriptions, and SDS (formerly MSDS) sheets. Additionally, our websites contain advanced functionality of ship-to level budgeting through Spend Management and the ability to set up a user's customized shopping list. Orders placed via the web are submitted to our warehouses immediately, ensuring no delay for our next day delivery cut off times. Cut off times vary by location.

A second tool available to customers is Envoy Solutions' Punch Out functionality. Most of our affiliates have this capability and will be setup as requested by customers and based on the size and scope of the account. This functionality allows a customer to access Envoy Solutions' online ordering website through a cXML-based integration between the customer's system and our web servers. The Punch Out protocol ensures the customer's backend systems have visibility to the items being ordered and the expected delivery dates.

Envoy Solutions also offers traditional EDI, email, fax/facsimile, and phone alternatives for customers to place their orders.

If more complicated custom orders are necessary for Kitchen Equipment and Installation, Envoy Solutions sales associates are available to help determine the best product needed and will work on sourcing, product lead times, etc.

- M. 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.

Since there is no requirement that the district must purchase from this contract and as there may be multiple awardees to this RFP, Envoy Solutions does not wish to guarantee sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier’s strategies under these options when responding to a solicitation.

Please refer to our cost proposal.



## Exhibit B – Administration Agreement, Example

### 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, 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.

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8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

#### NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](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 \_\_ percent (%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time

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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 at OMNIA's sole expense. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

#### GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.



A. OMNIA Partners:

OMNIA Partners  
5001 Aspen Grove  
Franklin, TN 37067  
Attention: Legal Department - Public Sector Contracting

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sarah Vavra

\_\_\_\_\_  
Name

\_\_\_\_\_  
Sr. Vice President, Public Sector  
Contracting

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Exhibit C – Master Intergovernmental Coop Purchasing Agreement, Example

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

#### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other 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:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative  
administrator on behalf of Principal  
Procurement Agencies:  
NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY**

Version February 24, 2023



**COMMUNITIES PROGRAM  
MANAGEMENT, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title and Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Sarah E. Vavra

\_\_\_\_\_  
Name

Sr. Vice President, Public Sector Contracting

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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## Exhibit D – Principal Procurement Agency Certificate, Example

### 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

**Exhibit E**  
**Contract Sales Reporting Template**

[illegible]

## **Exhibit F – Federal Funds Certifications**

Following this page, please find the completed Federal Funds Certification.

**Exhibit F**  
**Federal Funds Certifications**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—



*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.



(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### APPENDIX II TO 2 CFR PART 200

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES GC. Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES GC. Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES GC Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work**



Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES GC. Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES GC. Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES GC. Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES GC Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES GC Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES GC Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES GC Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES GC Initials of Authorized Representative of offeror  
Version February 24, 2023

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES Ge Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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**7 CFR Part 210.21 School Lunch Procurement.**

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES GC Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES GC Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: Weiss Bros. of Hagerstown, LLC


Address, City, State, and Zip Code: 18038 Oak Ridge Drive, Hagerstown, MD 21740

Phone Number: 301.739.3069 Fax Number:

Printed Name and Title of Authorized Representative:

Glenn Chamberlin, Chief Financial Officer

Email Address: glenn.chamberlin@envoysolutions.com

Signature of Authorized Representative:  Date: 6/26/23

## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws

Version February 24, 2023

- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

##### **1.1 Applicability**

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

##### **1.2 Additional Considerations**

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or

other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## **2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## **3. EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or



suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
  - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141- 3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be

applicable, which are incorporated by reference into this contract.

- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

### Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding

agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c.** Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency



will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:
    1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

2. The contract requires the approval of FEMA, regardless of amount.
  3. The contract is for federally-required audit services.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the

Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

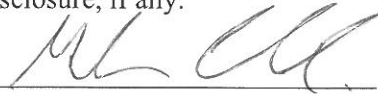
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Weiss Bros. of Hagerstown, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Glenn Chamberlin, Chief Financial Officer

Name and Title of Contractor's Authorized Official

6/26/23

Date



## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - 2. Meeting contract performance requirements; or
    - 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.



Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

### 13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### 15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or

reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. “This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

#### **17. NO OBLIGATION BY FEDERAL GOVERNMENT**

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

#### **18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: Weiss Bros. of Hagerstown, LLC

Address, City, State, and Zip Code:  
18038 Oak Ridge Dr, Hagerstown, MD 21740

Phone Number: 301.739.3069 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:  
Glenn Chamberlin, Chief Financial Officer

Email Address: glenn.chamberlin@envoyolutions.com

Signature of Authorized Representative: 

Date: 6/26/23

## Exhibit G – New Jersey Business Compliance

Through our family of Affiliates, we intend to do business in the State of New Jersey.

Following this page, please find the Ownership Disclosure Forms and copies of the BRCs for:

- American Paper Towel Co, LLC
- ATRA, LLC
- Bio-Shine, LLC
- General Chemical & Supply Inc.

Following the Ownership Disclosure Forms, please find the following documents:

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

All of our New Jersey Affiliates, listed above, comply the New Jersey statutes listed.

**STATEMENT OF OWNERSHIP DISCLOSURE**

**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization: American Paper Towel Co, LLC, an Envoy Solutions company**

**Organization Address: 10 Industrial Road, Carlstadt, NJ 07072**

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)    ☒ Limited Liability Company (LLC)
- ☐ Partnership        ☐ Limited Partnership        ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

<b>Name of Individual or Business Entity</b>	<b>Home Address (for Individuals) or Business Address</b>
Envoy Solutions, LLC	2101 Claire Court, Glenview, IL 60025



**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Emprex International, LLC	3626 N Hall Street, Ste 716, Dallas, TX 75219

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jonathan Shapiro	Title:	General Manager
Signature:		Date:	7/20/22

## STATEMENT OF OWNERSHIP DISCLOSURE

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This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** Envoy Solutions, LLC

**Organization Address:** 2101 Claire Ct. Glenview, IL 60025

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)    ☒ Limited Liability Company (LLC)
- ☐ Partnership        ☐ Limited Partnership        ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
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**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

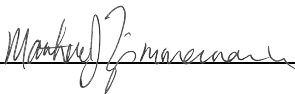
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

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Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Fomento Economico Mexicano, S.A.B. de C.V. (FEMSA)	General Anaya 601 Poniente Colonia Bella Vista Monterrey, NL 64410 Mexico
There is no other stockholder, partner, or member owning 10% or greater of FEMSA.	

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Matt Zimmermann	Title:	CFO
Signature:		Date:	7/29/22

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

AMERICAN PAPER TOWEL CO., L.L.C.

ADDRESS:

10 INDUSTRIAL ROAD  
CARSDTADT NJ 07072-1613

EFFECTIVE DATE:

08/01/02

TRADE NAME:

SEQUENCE NUMBER:

0926738

ISSUANCE DATE:

04/05/16

James J. Fruscione  
Director  
New Jersey Division of Revenue



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ATRA JANITORIAL SUPPLY CO., LLC

**Trade Name:**

**Address:** 220 WEST PARKWAY UNIT 6 & 7  
POMPTON PLAINS, NJ 07444

**Certificate Number:** 2793105

**Effective Date:** November 21, 2022

**Date of Issuance:** January 18, 2023

**For Office Use Only:**

**20230118110650043**



## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization: ATRA Janitorial Supply Co., LLC, an Envoy Solutions company**

**Organization Address: 220 West Parkway, Pompton Plains, NJ 07444**

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)    ☒ Limited Liability Company (LLC)
- ☐ Partnership        ☐ Limited Partnership        ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Envoy Solutions, LLC	2101 Claire Court, Glenview, IL 60025

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

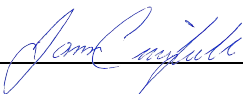
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I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jason Crisafulli	Title:	General Manager
Signature:		Date:	7/20/22

## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** Envoy Solutions, LLC

**Organization Address:** 2101 Claire Ct. Glenview, IL 60025

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)    ☒ Limited Liability Company (LLC)
- ☐ Partnership        ☐ Limited Partnership        ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Emprex International, LLC	3626 N Hall Street, Ste 716, Dallas, TX 75219

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

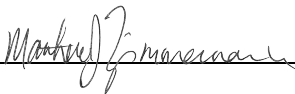
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

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Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Fomento Economico Mexicano, S.A.B. de C.V. (FEMSA)	General Anaya 601 Poniente Colonia Bella Vista Monterrey, NL 64410 Mexico
There is no other stockholder, partner, or member owning 10% or greater of FEMSA.	

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Matt Zimmermann	Title:	CFO
Signature:		Date:	7/29/22



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BIO-SHINE, LLC

**Trade Name:**

**Address:** 190 SUMMERHILL RD  
SPOTSWOOD, NJ 08884-1235

**Certificate Number:** 0079922

**Effective Date:** October 09, 1991

**Date of Issuance:** October 27, 2022

**For Office Use Only:**  
**20221027090410193**



## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** Bio-Shine, LLC, an Envoy Solutions company

**Organization Address:** 190 Summerhill Rd, Spotswood, NJ 08884

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)    ☒ Limited Liability Company (LLC)
- ☐ Partnership        ☐ Limited Partnership        ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Envoy Solutions, LLC	2101 Claire Court, Glenview, IL 60025

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


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Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Emprex International, LLC	3626 N Hall Street, Ste 716, Dallas, TX 75219

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Glenn Rothstein	Title:	General Manager
Signature:		Date:	7/20/22

## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** Envoy Solutions, LLC

**Organization Address:** 2101 Claire Ct. Glenview, IL 60025

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
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- ☐ For-Profit Corporation (any type)    ☒ Limited Liability Company (LLC)
- ☐ Partnership        ☐ Limited Partnership        ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

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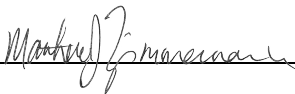
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Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Fomento Economico Mexicano, S.A.B. de C.V. (FEMSA)	General Anaya 601 Poniente Colonia Bella Vista Monterrey, NL 64410 Mexico
There is no other stockholder, partner, or member owning 10% or greater of FEMSA.	

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Matt Zimmermann	Title:	CFO
Signature:		Date:	7/29/22

11/28/17

Taxpayer Identification# 814-669-008/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

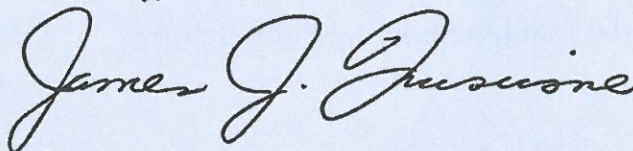
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

GENERAL CHEMICAL & SUPPLY INC

ADDRESS:

858 NORTH LENOLA RD UNIT 1A  
MOORESTOWN NJ 08057

EFFECTIVE DATE:

12/14/16

TRADE NAME:

SEQUENCE NUMBER:

2093613

ISSUANCE DATE:

11/28/17



Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**STATEMENT OF OWNERSHIP DISCLOSURE**

**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** General Chemical & Supply, Inc. an Envoy Solutions company

**Organization Address:** 858 N Lenola Road, Unit 1-A

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type)    Limited Liability Company (LLC)
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- ☐ Other (be specific): \_\_\_\_\_

**Part II**

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(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
EnvSol Holdings, Inc.	2101 Claire Court, Glenview, IL 60025

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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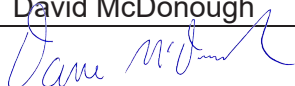
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Envoy Solutions, LLC	2101 Claire Court, Glenview, IL 60025

**Part IV Certification**

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Full Name (Print):	David McDonough	Title:	General Manager
Signature:		Date:	7/20/22

## STATEMENT OF OWNERSHIP DISCLOSURE

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**Name of Organization:** Envoy Solutions, LLC

**Organization Address:** 2101 Claire Ct. Glenview, IL 60025

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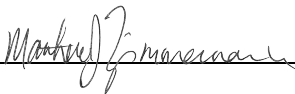
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Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Fomento Economico Mexicano, S.A.B. de C.V. (FEMSA)	General Anaya 601 Poniente Colonia Bella Vista Monterrey, NL 64410 Mexico
There is no other stockholder, partner, or member owning 10% or greater of FEMSA.	

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Matt Zimmermann	Title:	CFO
Signature:		Date:	7/29/22

Certification 7435

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2027**

AMERICAN PAPER AND SUPPLY COMPANY  
10 INDUSTRIAL ROAD  
CARLSTADT NJ 07072



A handwritten signature in cursive script, reading "Elizabeth M. Muoio", is positioned above the printed name.

ELIZABETH MAHER MUOIO  
State Treasurer



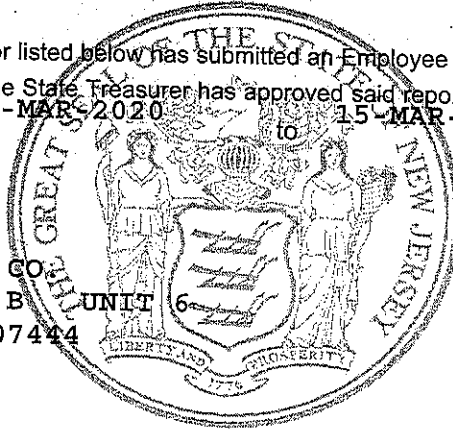
Certification 7431

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2027

ATRA JANITORIAL SUPPLY CO.  
220 WEST PARKWAY BLDG B UNIT 6  
POMPTON PLAINS NJ 07444



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

Certification 57491

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2017** to **15-MAY-2024**

**GENERAL CHEMICAL AND SUPPLY, INC.**  
**119 EAST KINGS HWY, STE 103**  
**MAPLE SHADE NJ 08052**



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

# NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Illinois  
County of \_\_\_\_\_

SS:

I, Glenn Chamberlin residing in Glenview  
(name of affiant) (name of municipality)  
in the County of Cook and State of Illinois of full  
age, being duly sworn according to law on my oath depose and say that:

I am Chief Financial Officer of the firm of Weiss Bros. of Hagerstown, LLC  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled 23FS4Kitchen and Serving Line Equipment, Smallwares, Parts, Design and/or Installation  
(title of bid proposal), and that I executed the said proposal with  
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the Frederick County  
Public Schools relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)  
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent  
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by  
Weiss Bros. of Hagerstown, LLC.

Subscribed and sworn to

before me this day

[Signature]  
Signature

Glenn Chamberlin, Chief Financial Officer  
(Type or print name of affiant under signature)

July 5, 2023  
[Signature]  
Notary public of

My Commission expires 2/11/2025

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Weiss Bros. of Hagerstown, LLC  
**Street:** 18038 Oak Ridge Drive  
**City, State, Zip Code:** Hagerstown, Maryland, 21740

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

**Vendors must submit with proposal:**


1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); \_\_\_\_\_  
  
OR
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  
  
OR
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

7/5/2023  
Date

  
Authorized Signature and Title



**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**



**STOCKHOLDER DISCLOSURE CERTIFICATION****Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 5 day of July,  
2023

(Notary Public)

My Commission expires:

2/11/25

(Affiant)

Glenn Chamberlin, Chief Financial Officer  
 (Print name & title of affiant)

(Corporate Seal)





**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS****N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

***OR***

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.



Entity Engaged in Investment Activities \_\_\_\_\_

Relationship to Vendor/ Bidder \_\_\_\_\_

Description of Activities \_\_\_\_\_

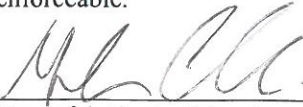
Duration of Engagement \_\_\_\_\_

Anticipated Cessation Date \_\_\_\_\_

*Attach Additional Sheets If Necessary.***CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Glenn Chamberlin

\_\_\_\_\_  
*Printed Name of Authorized Agent*
  
\_\_\_\_\_  
*Signature of Authorized Agent*

Chief Financial Officer

\_\_\_\_\_  
*Title*

6/26/23

\_\_\_\_\_  
*Date*

Weiss Bros. of Hagerstown, LLC

\_\_\_\_\_  
*Company Name*

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

[https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/guidelines/pa.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Glenn Chamberlin Title: Chief Financial Officer

Signature:  Date: 6.26.23



DOC #9  
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23FS4

VENDOR/BIDDER: Weiss Bros. of Hagerstown, LLC

VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

☒

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

☐

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

A handwritten signature in black ink, appearing to be "ML" followed by a stylized flourish.

Signature

6/26/23

Date

## Exhibit H – Advertising Compliance Requirement

### Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

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 BOROUGHES** **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

Version February 24, 2023



CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON 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

Version February 24, 2023

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

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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  
CADDOPARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
LAFORCHE 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 UTAH, 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  
APPGATE 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

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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

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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  
COLEDO 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

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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

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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  
IN (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

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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  
LAMONTA IMPROVEMENT DISTRICT, OR  
LANE FIRE AUTHORITY, OR  
LANE LIBRARY DISTRICT, OR  
LANE TRANSIT DISTRICT, OR  
LANGELL VALLEY IRRIGATION DISTRICT, OR  
LANGLOIS PUBLIC LIBRARY, OR  
LANGLOIS R.F.P.D., OR  
LANGLOIS WATER DISTRICT, OR  
LAZY RIVER SPECIAL ROAD DISTRICT, OR  
LEBANON AQUATIC DISTRICT, OR  
LEBANON R.F.P.D., OR  
LEWIS & CLARK R.F.P.D., OR  
LINCOLN COUNTY LIBRARY DISTRICT, OR  
LINCOLN S.W.C.D., OR  
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
LINN S.W.C.D., OR  
LITTLE MUDDY CREEK WATER CONTROL, OR  
LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
LONE PINE IRRIGATION DISTRICT, OR  
LONG PRAIRIE WATER DISTRICT, OR  
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
LOOKINGGLASS RURAL FIRE DISTRICT, OR  
LORANE R.F.P.D., OR  
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
LOWELL R.F.P.D., OR  
LOWER MCKAY CREEK R.F.P.D., OR  
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
LOWER SILETZ WATER DISTRICT, OR  
LOWER UMPQUA HOSPITAL DISTRICT, OR  
LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
LUSTED WATER DISTRICT, OR  
LYONS R.F.P.D., OR  
LYONS-MEHAMA WATER DISTRICT, OR  
MADRAS AQUATIC CENTER DISTRICT, OR  
MAKAI SPECIAL ROAD DISTRICT, OR  
MALHEUR COUNTY S.W.C.D., OR  
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR



MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
MALHEUR DRAINAGE DISTRICT, OR  
MALHEUR MEMORIAL HEALTH DISTRICT, OR  
MALIN COMMUNITY CEMETERY MAINTENANCE  
DISTRICT, OR  
MALIN COMMUNITY PARK & RECREATION  
DISTRICT, OR  
MALIN IRRIGATION DISTRICT, OR  
MALIN R.F.P.D., OR  
MAPLETON FIRE DEPARTMENT, OR  
MAPLETON WATER DISTRICT, OR  
MARCOLA WATER DISTRICT, OR  
MARION COUNTY EXTENSION & 4H SERVICE  
DISTRICT, OR  
MARION COUNTY FIRE DISTRICT #1, OR  
MARION JACK IMPROVEMENT DISTRICT, OR  
MARION S.W.C.D., OR  
MARY'S RIVER ESTATES ROAD DISTRICT, OR  
MCDONALD FOREST ESTATES SPECIAL ROAD  
DISTRICT, OR  
MCKAY ACRES IMPROVEMENT DISTRICT, OR  
MCKAY DAM R.F.P.D. # 7-410, OR  
MCKENZIE FIRE & RESCUE, OR  
MCKENZIE PALISADES WATER SUPPLY  
CORPORATION, OR  
MCMINNVILLE R.F.P.D., OR  
MCNULTY WATER P.U.D., OR  
MEADOWS DRAINAGE DISTRICT, OR  
MEDFORD IRRIGATION DISTRICT, OR  
MEDFORD R.F.P.D. #2, OR  
MEDFORD WATER COMMISSION  
MEDICAL SPRINGS R.F.P.D., OR  
MELHEUR COUNTY JAIL, OR  
MERLIN COMMUNITY PARK DISTRICT, OR  
MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
MERRILL PARK DISTRICT, OR  
MERRILL R.F.P.D., OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MID COUNTY CEMETERY MAINTENANCE DISTRICT,  
OR  
MID-COLUMBIA FIRE AND RESCUE, OR  
MIDDLE FORK IRRIGATION DISTRICT, OR  
MIDLAND COMMUNITY PARK, OR  
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
MILES CROSSING SANITARY SEWER DISTRICT, OR  
MILL CITY R.F.P.D. #2-303, OR  
MILL FOUR DRAINAGE DISTRICT, OR  
MILLICOMA RIVER PARK & RECREATION DISTRICT,  
OR  
MILLINGTON R.F.P.D. #5, OR  
MILO VOLUNTEER FIRE DEPARTMENT, OR  
MILTON-FREEWATER AMBULANCE SERVICE AREA  
HEALTH DISTRICT, OR  
MILTON-FREEWATER WATER CONTROL DISTRICT,  
OR  
MIROCO SPECIAL ROAD DISTRICT, OR  
MIST-BIRKENFELD R.F.P.D., OR  
MODOC POINT IRRIGATION DISTRICT, OR  
MODOC POINT SANITARY DISTRICT, OR  
MOHAWK VALLEY R.F.P.D., OR  
MOLALLA AQUATIC DISTRICT, OR  
MOLALLA R.F.P.D. #73, OR  
MONITOR R.F.P.D., OR

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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. LAKE 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  
NEKOWIN REGIONAL SANITARY AUTHORITY, OR  
NEKOWIN 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

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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

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SILVER FALLS LIBRARY DISTRICT, OR  
SILVER LAKE IRRIGATION DISTRICT, OR  
SILVER LAKE R.F.P.D., OR  
SILVER SANDS SPECIAL ROAD DISTRICT, OR  
SILVERTON R.F.P.D. NO. 2, OR  
SISTERS PARKS & RECREATION DISTRICT, OR  
SISTERS-CAMP SHERMAN R.F.P.D., OR  
SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
SIUSLAW S.W.C.D., OR  
SIUSLAW VALLEY FIRE AND RESCUE, OR  
SIXES R.F.P.D., OR  
SKIPANON WATER CONTROL DISTRICT, OR  
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR  
SLEEPY HOLLOW WATER DISTRICT, OR  
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR  
SOUTH COUNTY HEALTH DISTRICT, OR  
SOUTH FORK WATER BOARD, OR  
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
SOUTH LANE COUNTY FIRE & RESCUE, OR  
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR  
SOUTH SHERMAN FIRE DISTRICT, OR  
SOUTH SUBURBAN SANITARY DISTRICT, OR  
SOUTH WASCO PARK & RECREATION DISTRICT, OR  
SOUTHERN COOS HEALTH DISTRICT, OR  
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR  
SOUTHVIEW IMPROVEMENT DISTRICT, OR  
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR  
SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
SOUTHWOOD PARK WATER DISTRICT, OR  
SPECIAL ROAD DISTRICT #1, OR  
SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR  
ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR



SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
OR  
TILLAMOOK COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT,  
OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT,  
OR  
UMPQUA S.W.C.D., OR

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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  
WYEAST 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  
CADDOPARISH 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

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GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
SALEM-KEIZER PUBLIC SCHOOLS 24J  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT



SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA), UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT

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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  
OQUIRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING  
ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING  
ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT

WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### **STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY  
STATE OF UTAH

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## **Attachments**



## **Attachment 1 – DUNS Report**

Following this page, please find our D&B Finance Analytics.

LIVE REPORT

WEISS BROS. OF HAGERSTOWN, LLC

Tradestyle(s): (FORMERLY: WEISS BROS. OF HAGERSTOWN, INC.) 2

ACTIVE SINGLE LOCATION

D-U-N-S Number: 02-260-9788  
Phone: +1 301 739 3069

Address: 18038 Oak Ridge Dr, Hagerstown, MD, 21740, United States Of America  
Web: [www.weissbros.com](http://www.weissbros.com)  
Endorsement: [award@sepapergroup.com](mailto:award@sepapergroup.com)

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	80	Pays on time
Delinquency Score Class	↑	1	Low Risk of severe payment delinquency.
Failure Score Class	↑	2	Low to Moderate Risk of severe financial stress
Credit Limit - D&B Conservative		UNAVAILABLE	
D&B Rating		1R2	10 employees and over, Low Risk

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms

0 Days

3 Months

From Apr-23 to Jun-23

0

High Risk (120+)

Low Risk (0)

Days Beyond Terms Past 3 months :

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 9 payment experiences reported from 9 companies.

COMPANY PROFILE ⓘ

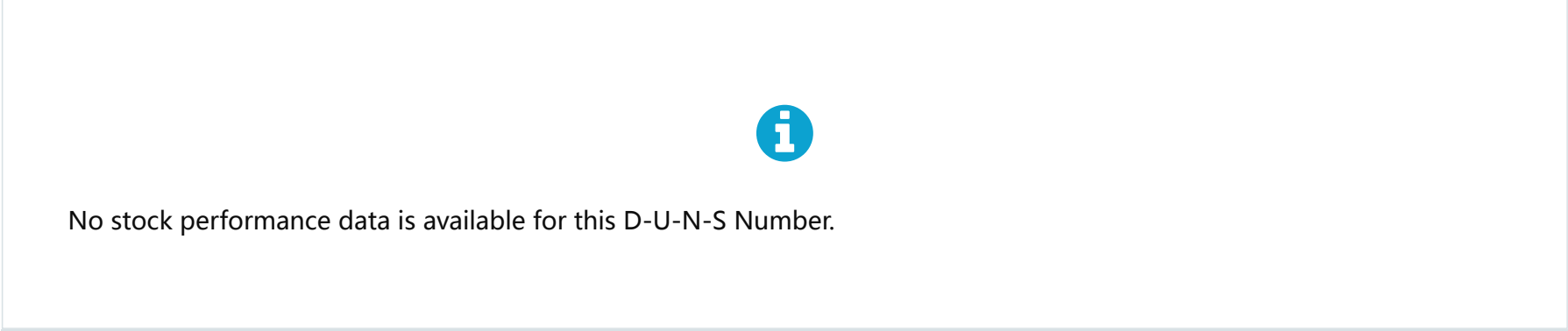
D-U-N-S	Mailing Address	Employees
02-260-9788	UNITED STATES	41
Legal Form	Telephone	Age (Year Started)
Corporation (US)	+1 301 739 3069	85 Years (1938)
History Record	Website	Named Principal
Clear	<a href="http://www.weissbros.com">www.weissbros.com</a>	Richard Weiss, PRES
Date Incorporated	Present Control Succeeded	Line of Business
12/29/2021	1938	Whol industrial supplies
State of Incorporation		SIC
MARYLAND		5085
Ownership		NAICS
Not publicly traded		423840



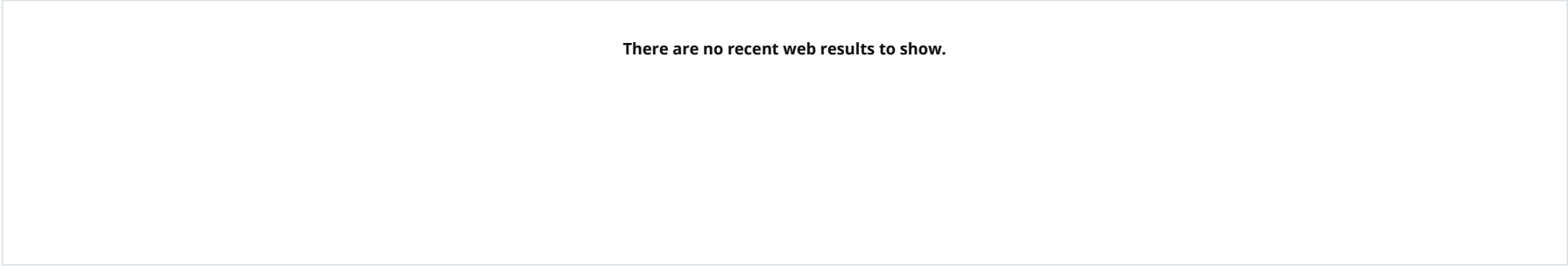
PAYDEX® TREND CHART ⓘ



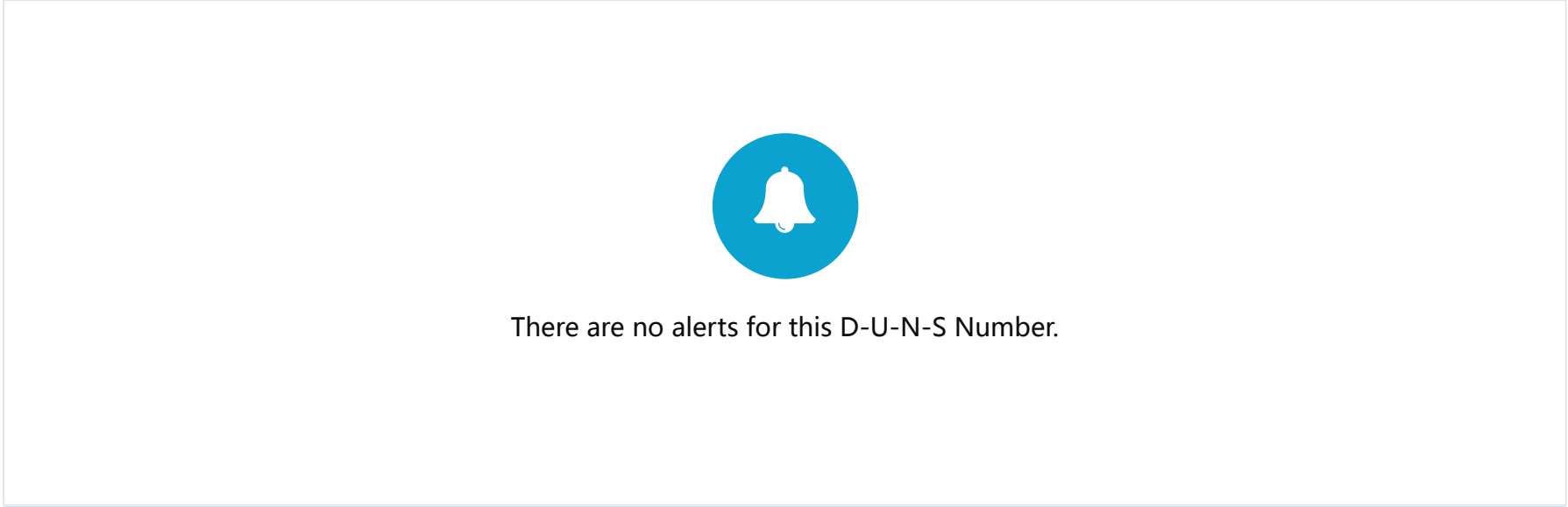
STOCK PERFORMANCE



WEB & SOCIAL POWERED BY FIRSTRAIN



ALERTS ⓘ



LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	9	03/16/2021

OWNERSHIP

This company is a Single Location.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH

MODERATE-HIGH

MODERATE

LOW-MODERATE

LOW

MAXIMUM CREDIT RECOMMENDATION

US\$ 120,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **VERY STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **VERY LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked 2 have a probability of becoming no longer viable: 2 %
- Percentage of businesses ranked 2: 4 %
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Established Trade Payments**
- Level of Risk:**Low Risk**
- Businesses ranked 1 within this model segment have a probability of becoming no longer viable: 2 %
- Percentage of businesses ranked 1 with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable:**5 %**

Data Depth Indicator

Data Depth Indicator:

✓ Rich Firmographics

✓ Extensive Commercial Trading Activity

✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Medium: Employees: 10-49 or Sales: \$100K-\$499K**
- Years in Business: **Established: 5+**

I

Financial Data	Trade Payments	Company Size	Years in Business
False	Available: 3+Trade	Medium	Established

27

https://na4.dnbi.com/dnbiweb/#/dnbi/vae-report/022609788/printPdf

3/13

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

88

High Risk (1)

Low Risk (100)

The business belongs to an industry associated with a high risk of failure

Higher risk state based on failure rates by state

Level of Risk

Low-Moderate

Raw Score

1548

Probability of Failure

0.07 %

Average Probability of Failure for Businesses in D&B Database

0.48

Class

2

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms

National %

This Business

88

Region:(SOUTH ATLANTIC)

33

Industry:WHOLESALE

33

Employee range:(20-99)

56

Years in Business:(26+)

68

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

94

High Risk (1)

Low Risk (100)

Recent high balance past due

Evidence of open suits

Higher risk industry based on delinquency rates for this industry

Level of Risk

Low

Raw Score

594

Probability of Delinquency

1.24 %

Compared to Businesses in D&B Database

10.2 %

Class

1

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms

National %

This Business

94

Region:(SOUTH ATLANTIC)

34

Industry:WHOLESALE

37

Employee range:(20-99)

82

Years in Business:(26+)

79

D&B PAYDEX

80

High Risk (1)

Low Risk (100)

When weighted by amount, Payments to suppliers average pays\_on\_time

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75

Equals 8 Days Beyond Terms

Business and Industry Trends

D&B 3 MONTH PAYDEX

80

High Risk (1)

Low Risk (100)

Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average ON TERMS

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75

Equals 8 Days Beyond Terms

5085 - Whol industrial supplies

27

https://na4.dnbi.com/dnbiweb/#/dnbi/vae-report/022609788/printPdf

4/13



D&B RATING			
Current Rating as of 05/31/2023		History since 01/01/1991	
Employee Size	Risk Indicator	Date Applied	D&B Rating
<b>1R</b> : 10 employees and over	<b>2</b> : Low Risk	03/14/2011	1R3
Previous Rating		10/12/2009	1R2
Employee Size	Risk Indicator	04/26/1999	3A1
<b>1R</b> : 10 employees and over	<b>3</b> : Moderate Risk	04/11/1998	2A2
		06/26/1997	1A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)		
Overall Payment Behaviour	% of Trade Within Terms	Highest Past Due
<b>0</b>	<b>95%</b>	<b>US\$ 1,000</b>
Days Beyond Terms		
Highest Now Owing:	Total Trade Experiences:	Total Unfavorable Comments :
US\$ 60,000	30	0
	Largest High Credit:	Largest High Credit:
	US\$ 100,000	US\$ 0
	Average High Credit:	Total Placed in Collections:
	US\$ 14,418	0
		Largest High Credit:
		US\$ 0

D&B PAYDEX	D&B 3 MONTH PAYDEX
<div><div></div><div></div><div></div><div></div><div>80</div></div> <div>High Risk (1)Low Risk (100)</div>	<div><div></div><div></div><div></div><div></div><div>80</div></div> <div>High Risk (1)Low Risk (100)</div>
When weighted by amount, Payments to suppliers average pays_on_time	Based on payments collected 3 months ago.
<div><div></div> High risk of late payment (Average 30 to 120 days beyond terms)</div> <div><div></div> Medium risk of late payment (Average 30 days or less beyond terms)</div> <div><div></div> Low risk of late payment (Average prompt to 30+ days sooner)</div>	<div><div></div> High risk of late payment (Average 30 to 120 days beyond terms)</div> <div><div></div> Medium risk of late payment (Average 30 days or less beyond terms)</div> <div><div></div> Low risk of late payment (Average prompt to 30+ days sooner)</div>
Industry Median: 75 Equals 8 Days Beyond Terms	Industry Median: 75 Equals 8 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

5085 - Whol industrial supplies

	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	Current 2023
This Business	78	78	79	79	79	79	79	79	80	80	80	80	79	79	80	80	80	80	80	80	80	80	80	80
Industry Quartile																								
Upper	-	-	78	-	-	78	-	-	78	-	-	79	-	-	79	-	-	79	-	-	79	-	-	-
Median	-	-	75	-	-	74	-	-	75	-	-	75	-	-	75	-	-	75	-	-	75	-	-	-
Lower	-	-	68	-	-	68	-	-	68	-	-	69	-	-	69	-	-	69	-	-	69	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)			
Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	1	US\$ 100,000	100
50,000 - 99,999	1	US\$ 90,000	100
15,000 - 49,999	6	US\$ 145,000	100
5,000 - 14,999	2	US\$ 15,000	100
1,000 - 4,999	4	US\$ 5,500	82
Less than 1,000	11	US\$ 4,950	100

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)								
Collapse All   Expand All								
Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)	
▼26 - Paper and Allied Products	2	1,000	100	0	0	0	0	
2631 - Paperboard mill	2	1,000	100	0	0	0	0	
▼35 - Industrial and Commercial Machinery and Computer Equipment	1	500	100	0	0	0	0	
3579 - Mfg misc office eqpt	1	500	100	0	0	0	0	
▼36 - Electronic and other electrical equipment and components except computer equipment	1	10,000	100	0	0	0	0	
3635 - Mfg home vacuum clean	1	10,000	100	0	0	0	0	
▼38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	1	100,000	100	0	0	0	0	
3841 - Mfg medical instrmnt	1	100,000	100	0	0	0	0	
▼48 - Communications	2	500	100	0	0	0	0	
4813 - Telephone communictns	2	500	100	0	0	0	0	
▼50 - Wholesale Trade - Durable Goods	2	1,000	50	0	0	0	50	
5084 - Whol industrial equip	1	1,000	0	0	0	0	100	
5023 - Whol homefurnishings	1	100	100	0	0	0	0	
▼51 - Wholesale Trade - Nondurable Goods	5	90,000	100	0	0	0	0	
5113 - Whol service paper	2	30,000	100	0	0	0	0	
5169 - Whol chemicals	1	90,000	100	0	0	0	0	
5199 - Whol nondurable goods	1	5,000	100	0	0	0	0	
5142 - Whol frozen foods	1	500	100	0	0	0	0	
▼55 - Automotive Dealers and Gasoline Service Stations	2	500	100	0	0	0	0	
5511 - Ret new/used autos	1	500	100	0	0	0	0	
5531 - Ret auto supplies	1	250	100	0	0	0	0	

▼61 - Nondepository Credit Institutions	1	100	100	0	0	0	0
6159 - Misc business credit	1	100	100	0	0	0	0
▼73 - Business Services	3	2,500	100	0	0	0	0
7389 - Misc business service	3	2,500	100	0	0	0	0
▼99 - Nonclassifiable Establishments	5	35,000	100	0	0	0	0
9999 - Nonclassified	5	35,000	100	0	0	0	0

TRADE LINES

Date of Experience ▼	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/23	Pays Promptly	-	0	750	0	1
05/23	Pays Promptly	N30	90,000	60,000	0	1
05/23	Pays Promptly	-	30,000	10,000	0	1
05/23	Pays Promptly	-	15,000	10,000	0	1
05/23	Pays Promptly	-	5,000	0	0	Between 4 and 5 Months
05/23	Pays Promptly	-	2,500	250	0	1
05/23	Pays Promptly	-	1,000	0	0	1
05/23	Pays Promptly	-	500	250	0	1
05/23	Pays Promptly	-	500	0	0	Between 6 and 12 Months
05/23	Pays Promptly	-	500	0	0	Between 6 and 12 Months
05/23	-	Cash account	250	0	0	1
04/23	Pays Promptly	-	100,000	15,000	0	1
04/23	Pays Promptly	-	20,000	20,000	0	1
04/23	Pays Promptly	-	10,000	0	0	1
04/23	Pays Promptly	-	750	750	0	1
04/23	Pays Promptly	-	500	0	0	Between 2 and 3 Months
04/23	Pays Promptly	-	500	0	0	1
04/23	Pays Promptly	-	100	100	0	1
04/23	-	PROX	750	0	0	Between 6 and 12 Months
03/23	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
12/22	Pays Promptly	-	500	0	0	Between 6 and 12 Months
11/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
11/22	Pays Promptly	N30	100	0	0	Between 6 and 12 Months
09/22	-	Cash account	100	0	0	1
06/22	-	Cash account	50	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	30,000	15,000	0	-
04/22	-	Cash account	250	0	0	1
01/22	Pays Promptly	-	35,000	20,000	0	1
12/21	Pays Promptly	-	15,000	10,000	0	1
11/21	Pays Slow 120+	-	1,000	1,000	1,000	-

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	4	US\$ 650
Payment record unknown	1	US\$ 750
Unfavorable comments	0	US\$ 0

Other Payment Categories	Experience	Total Amount
Placed for collections	0	US\$ 0
Total in D&B's file	30	US\$ 361,850

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0	0	0	9
	Latest Filing: -	Latest Filing: -	Latest Filing: -	Latest Filing: 03/16/2021

EVENTS	
UCC Filing - Continuation	
Filing Date	03/16/2021
Filing Number	210316-1246000
Received Date	03/22/2021
Original Filing Date	03/16/2006
Original Filing Number	00000181261801
Secured Party	MANUFACTURERS AND TRADERS TRUST COMPANY, BUFFALO, NY
Debtors	PAPER PLUS, INC., HAGERSTOWN, MD
Filing Office	UCC DIVISION, BALTIMORE, MD
UCC Filing - Continuation	
Filing Date	01/07/2021
Filing Number	210107-1643001
Received Date	01/18/2021
Original Filing Date	03/22/2016
Original Filing Number	00000181554125
Secured Party	HYG FINANCIAL SERVICES, INC., BILLINGS, MT
Debtors	WEISS BROS. OF HAGERSTOWN, INC.
Filing Office	UCC DIVISION, BALTIMORE, MD
UCC Filing - Original	
Filing Date	03/22/2016

Filing Number	00000181554125
Received Date	03/31/2016
Secured Party	HYG FINANCIAL SERVICES, INC., BILLINGS, MT
Debtors	WEISS BROS. OF HAGERSTOWN, INC.
Filing Office	UCC DIVISION, BALTIMORE, MD
UCC Filing - Continuation	
Filing Date	03/15/2016
Filing Number	00000181261801
Received Date	03/24/2016
Original Filing Date	03/16/2006
Original Filing Number	00000181261801
Secured Party	MANUFACTURERS AND TRADERS TRUST COMPANY, BUFFALO, NY
Debtors	PAPER PLUS, INC., HAGERSTOWN, MD
Filing Office	UCC DIVISION, BALTIMORE, MD
UCC Filing - Continuation	
Filing Date	03/15/2016
Filing Number	00362009218621
Received Date	07/05/2016
Original Filing Date	03/16/2006
Original Filing Number	00000181261801
Secured Party	MANUFACTURERS AND TRADERS TRUST COMPANY, BUFFALO, NY
Secured Party	MANUFACTURERS AND TRADERS TRUST COMPANY, BUFFALO, NY
Secured Party	MANUFACTURERS AND TRADERS TRUST COMPANY, BUFFALO, NY
Debtors	PAPER PLUS, INC., HAGERSTOWN, MD
Debtors	and OTHERS
Filing Office	UCC DIVISION, BALTIMORE, MD
UCC Filing - Continuation	
Filing Date	09/20/2010
Filing Number	00000181261801
Received Date	09/26/2010
Original Filing Date	03/16/2006
Original Filing Number	00000181261801
Secured Party	MANUFACTURERS AND TRADERS TRUST COMPANY, BUFFALO, NY
Debtors	PAPER PLUS, INC., HAGERSTOWN, MD
Filing Office	UCC DIVISION, BALTIMORE, MD



UCC Filing - Original

Filing Date	10/05/2009
Filing Number	00000181380097
Received Date	10/16/2009
Secured Party	INTELLIPACK,INC., TULSA, OK
Debtors	WEISS BROS OF HAGERSTOWN,INC.
Debtors	and OTHERS
Filing Office	UCC DIVISION, BALTIMORE, MD

UCC Filing - Original

Filing Date	07/09/2008
Filing Number	00000181347396
Received Date	08/25/2008
Collateral	Equipment and proceeds
Secured Party	CISCO SYSTEMS CAPITAL CRP, WAYNE, PA
Debtors	WEISS BROS. OF HAGERSTOWN, INC
Filing Office	UCC DIVISION, BALTIMORE, MD

UCC Filing - Original

Filing Date	05/15/2008
Filing Number	00000181342495
Received Date	06/18/2008
Collateral	Leased Equipment including proceeds and products
Secured Party	GREATAMERICA LEASING CORPORATION, CEDAR RAPIDS, IA
Debtors	WEISS BROS. OF HAGERSTOWN, INC.
Filing Office	UCC DIVISION, BALTIMORE, MD

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
05/31/2023	Business name changed from Weiss Bros. Of Hagerstown, Inc. to Weiss Bros. Of Hagerstown, LLC.

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW

D-U-N-S

02-260-9788

Legal Form

Corporation (US)

History Record

Clear

Date Incorporated

12/29/2021

Business Commenced On

1938

State of Incorporation

MARYLAND

Ownership

Not publicly traded

Mailing Address

UNITED STATES

Telephone

+1 301 739 3069

Website

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

Present Control Succeeded

1938

SIC

5085

NAICS

423840

Employees

41

Age (Year Started)


85 Years (1938)

Named Principal

Richard Weiss , PRES


Line of Business

Whol industrial supplies



Street Address:

18038 Oak Ridge Dr,  
Hagerstown, MD, 21740,  
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2023-06-06  
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name

WEISS BROS. OF HAGERSTOWN, LLC

Corporation Type

Corporation (US)

State of Incorporation

MARYLAND

Registration ID

W22450001

Registration Status

ACTIVE

Date Status Attained

12/29/2021

Filing Date

12/29/2021

Where Filed

SECRETARY OF STATE/DEPARTMENT OF ASSESSMENTS AND TAXATION/CORPORATE CHARTER DIVISION

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https://na4.dnbi.com/dnbiweb/#/dnbi/vae-report/022609788/printPdf

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Registered Agent	
Name	DOUGLAS S. WALKER
Address	100 N. WEST STREET, EASTON, MD, 216010000

PRINCIPALS	
Officers	
RICHARD WEISS, PRES	
Directors	
DIRECTOR(S): THE OFFICER(S)	

COMPANY EVENTS	
The following information was reported on: 05/31/2023	
The Maryland Secretary of State's business registrations file showed that Weiss Bros. Of Hagerstown, LLC was registered as a Limited Liability Company on December 29, 2021, under file registration number W22450001.	
The name was changed from Weiss Bros. of Hagerstown, Inc. to the Weiss Bros. Of Hagerstown, LLC by charter amendment on December 29, 2021.	
This business was registered as a Corporation in the State of Maryland on January 02, 1968 but converted to a Limited Liability Company registered in the State of Maryland on December 29, 2021.	
Business started 1938. 100% of capital stock is owned by Richard Weiss.	
RICHARD WEISS born 1947. 1962-present active here.	

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 05/31/2023

Business Information			
Trade Names	(FORMERLY: WEISS BROS. OF HAGERSTOWN, INC.); WEISS BROS PAPER; RICHARD WEISS		
Description	Wholesales industrial supplies (65%). Manufactures coated and laminated packaging paper, specializing in plastic film (30%).  ADDITIONAL TELEPHONE NUMBER(S): Toll-Free 800 878-9347.  All sales cash. Has 3,500 account(s). Terms are Net 30 days and 1% 10 Net 30 days. Sells to manufacturers, general public, non profit organizations, retailers, commercial concerns and the government. Territory : Regional.		
Employees	41 which includes officer(s) and 2 part-time.		
Financing Status	Unsecured		
Seasonality	Nonseasonal.		
Tenure	Rents		
Facilities	Rents 38,000 sq. ft. in a one story steel building.		
Location	Suburban business section on well traveled street.		
Related Concerns			
SIC/NAICS Information			
Industry Code	Description	Percentage of Business	
5085	Whol industrial supplies	-	
50850000	Industrial supplies	-	
26719903	Plastic film, coated or laminated for packaging	-	

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NAICS Codes	NAICS Description
423840	Industrial Supplies Merchant Wholesalers
326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing

GOVERNMENT ACTIVITY	
Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	award@sepapergroup.com	
Credit Limit	Total Outstanding	
0	0	



**Frederick County Public Schools**

**Kitchen and Serving Line Equipment, Smallwares,  
Parts, Design and/or Installation**

**23FS4**

**Cost Proposal**

**Due Date & Time: July 5, 2023 by 2:00 pm EST**





## Table of Contents

FCPS Specific Terms and Conditions – Section II .....	1
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## FCPS Specific Terms and Conditions – Section II

### 3. PRICING

- a. All prices shall remain firm through the first year of the contract.

Per addendum 1, Envoy Solutions will comply with price increases on a quarterly basis and only when supported by documentation. Any extreme pricing fluctuations above and beyond 10% in a given quarter will be discussed with the lead agency and only adjusted if mutually agreed upon.

- b. FCPS expects all vendors to provide year over year cost reductions recommendations.

Envoy Solutions will continue to look for alternate ways of saving FCPS reductions in expense. We will evaluate products being purchased and efficiencies in products being utilized to evaluate that we are offering the best products at the best price possible. Any savings we are able to discover whether it is product, delivery, installation or FCPS labor savings will be reported back to FCPS.

- c. 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.

Envoy Solutions understands and complies with this section.

- d. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.

Envoy Solutions understands and complies with this section.

- e. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.

Envoy Solutions understands and complies with this section.

- f. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

Envoy Solutions understands and complies with this section. If FCPS is buying similar product at the same quantity and based on similar installation requirements, Envoy Solutions will offer the discounted pricing to FCPS as well. We feel that we have put forward the best pricing possible on the market basket and based on FCPS requirements.

.. Weiss Bros. of Hagerstown, LLC

Weiss Bros. of Hagerstown, LLC

[illegible]

Date: 6/26/23

## FREDERICK COUNTY PUBLIC SCHOOLS

### CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
  - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
  - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
  - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature  Date 6/26/23

Print name and title of  
signatory Glenn Chamberlin, Chief Financial Officer

Print name of  
company Weiss Bros. of Hagerstown, LLC



## SIGNATURE ACKNOWLEDGING PROPOSAL

**Note: When submitting your bid/proposal, please use this page as a cover sheet for your proposal.**

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: Weiss Bros. of Hagerstown, LLC

dba: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: 52-0856522 DATE: 6/26/23

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): Glenn Chamberlin

SIGNATURE OF ABOVE: 

TITLE: Chief Fiancial Officer

ADDRESS: 18038 Oak Ridge Drive, Hagerstown, MD 21740

TELEPHONE # 301.739.3069 FAX # \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): glenn.chamberlin@envoysolutions.com

E-MAIL ADDRESS (for receiving Purchase Orders): sdangler@weissbros.com

**(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)**

### ACKNOWLEDGMENT OF ADDENDA (if applicable)

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	<u>6/5/23</u>	Addendum #2	<u>6/12/23</u>
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____
Addendum #7	_____	Addendum #8	_____

**FREDERICK COUNTY PUBLIC SCHOOLS**

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, Glenn Chamberlin, being duly sworn, depose and state:

1. I am the Chief Financial Officer (officer) and duly authorized representative of the firm of the organization named Weiss Bros. of Hagerstown, LLC whose address is  
(Name of Corporation)  
18038 Oak Ridge Drive, Hagerstown, Maryland 21740 and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body,

the individuals involved, their position with the firm, and the sentence or disposition of the charge.  
None.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

Weiss Bros. of Hagerstown, LLC

(Legal Name of Company)

(dba) 18038 Oak Ridge Drive

(Address)

Hagerstown

MD

21740

(City)

(State)

(Zip)

301.739.3069

(Telephone)

(Fax)

Glenn Chamberlin

Chief Financial Officer

6/26/23

(Print Name)

(Title)

(Date)

Chief Financial Officer

6/26/23

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation

( ) Partnership

( ) Individual

(X) Other Limited Liability Comapny

If required to be notarized:

Not Required as stated above

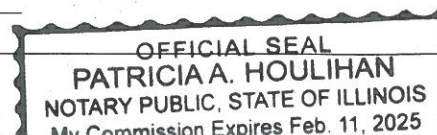
(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this 5 day of July, 2022.

NOTARY PUBLIC

My Commission Expires: 2/11/25



Revised 01.20.2016



# Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.


If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee's immediate family member has an ownership interest in the vendor's company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less than one year has an ownership interest in the vendor's company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Weiss Bros. of Hagerstown, LLC glenn.chamberlin@envoysolutions.com	18038 Oak Ridge Drive, Hagerstown, Maryland 21740 301.739.3069
Conflict of Interest Disclosure	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information.

I certify that the information provided is true and correct by my signature below:

  
6/26/23  
Signature of Vendor Authorized Representative/Date

Glenn Chamberlin  
Printed Name of Vendor Authorized Representative

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Weiss Bros. of Hagerstown, LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>18038 Oak Ridge Drive</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Hagerstown, MD 21740</b>	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-			-			
or									
Employer identification number									
5	2		-	0	8	5	6	5	2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>1/10/2023</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Description	Acceptable Make	Acceptable Model	Other Makes and Models
Convection Steamer - Electric, Boilerless, 2 Double Stacked Unit (480V), <b>With Casters</b>	Groen	XS-480-12-3	OR CLEVELAND CAN BE SUBS
Convection Steamer - Electric, Boilerless, 2 Double Stacked Unit (208V), <b>With Casters</b>	Groen	XS-208-12-3	OR CLEVELAND CAN BE SUBS
Convection Steamer - Gas, Boilerless, 2 Double Stacked Unit, <b>With Casters</b>			OR CLEVELAND CAN BE SUBS
Convection Oven- Double, Electric (480v/60/3-Ph), <b>With Casters</b>	Garland	SCO-ES-20S	SOUTHBEND
Convection Oven- Double, Electric, <b>With Casters</b>	Southbend	SLES-20SC	SOUTHBEND
Convection Oven- Double, Gas, <b>With Casters</b>			SOUTHBEND
Convection Oven - Single, Electric, <b>With Casters</b>	Garland	SCO-ES-10S	SOUTHBEND
Convection Oven - Single, Gas, <b>With Casters</b>			SOUTHBEND
Combi Oven Steamer- Electric, Boilerless, <b>With Casters</b>	Vulcan	ABC7E-480	OR RATIONAL CAN BE SUBSTI
Combi Oven Steamer- Natural Gas, Boilerless, <b>With Casters</b>	Vulcan	ABC7G	OR RATIONAL CAN BE SUBSTI
Self-Service Freezer-Glass Top, <b>With Casters</b>	Master-Bilt	MSF-43AN	
Reach In - Freezer - Two Door, Self-Contained (Non Pass Thru), <b>With Casters</b>	Hoshizaki	CF2S-FS	OR VICTORY CAN BE SUBSTIT
Reach In - Freezer - One Door, Self-Contained (Non Pass Thru), <b>With Casters</b>	Hoshizaki	CF1S-FS	OR VICTORY CAN BE SUBSTIT
Reach In - Refrigerator - Two Door, Self-Contained (Non Pass Thru), <b>With Casters</b>	Hoshizaki	CR2S-FS	OR VICTORY CAN BE SUBSTIT
Reach In - Refrigerator - One Door, Self-Contained (Non Pass Thru), <b>With Casters</b>	Hoshizaki	CR1S-FS	OR VICTORY CAN BE SUBSTIT
Mobile Transport Pan Rack - Fully Assembled, <b>With Casters</b>	Regency	600PR203W	
Milk Cooler- Dual Access, Cold Wall, 8 case capacity, <b>With Casters</b>	Beverage Air	ST34N-S	BEVERAGE AIR
Milk Cooler- Dual Access, Cold Wall, 12 case capacity, <b>With Casters</b>	Beverage Air	SMF49HC-1-S	BEVERAGE AIR
Milk Cooler - Single Access, Cold Wall, 8 case capacity, <b>With Casters</b>			BEVERAGE AIR
Milk Cooler - Single Access, Cold Wall, 12 case capacity, <b>With Casters</b>			BEVERAGE AIR
Convection Steamer - Electric, Two compartment, Pressure-less (480v/60/3-Ph), <b>With Casters</b>	Vulcan	C24ET6	ONLY WANT BOILERLESS STE
Convection Steamer - Gas, Two compartment, Pressure-less, <b>With Casters</b>	Southbend	GSX-10HE	ONLY WANT BOILERLESS STE
Convection Steamer - Electric, Two Compartment, Pressure-less, <b>With Casters</b>	Vulcan	C24ET10-BSC	ONLY WANT BOILERLESS STE
Convection Steamer - Electric, Two compartment, Pressure-less (480v/60/3-Ph), <b>With Casters</b>	Vulcan	C24ET10-BSC	ONLY WANT BOILERLESS STE
Convection Oven - Double Deck, Gas, <b>With Casters</b>	Blodgett	SHO-100-G-DBL	SOUTHBEND
Ice Maker w/Ice Storage Bin - Low Profile, Compact, Cube Style, <b>With Casters</b>	Ice-O-Matic	CIM0430HA/B40PS	
Refrigerator - One Door (Pass Thru) (115v/60/1-ph, 4.9 amps, NEMA 5-15P, standard), <b>With Casters</b>			VICTORY
Refrigerator - Two Door (Pass Thru) (115v/60/1-ph, 4.9 amps, NEMA 5-15P, standard), <b>With Casters</b>			VICTORY
Self-Contained - One Solid Door Heated (Pass-Thru), <b>With Casters</b>			VULCAN OR TRAUlsen
Self-Contained - Two Solid Door Heated (Pass-Thru), <b>With Casters</b>			VULCAN OR TRAUlsen
Self-Contained - Split Door (Top & Bottom) Solid Heated (Non-Pass Thru), <b>With Casters</b>			VULCAN OR TRAUlsen
Self-Contained - Heated Mobile, Half Size, (Non-Pass Thru) Warmer, <b>With Casters</b>			VULCAN OR TRAUlsen
Heated Cabinet - Pass-Thru, <b>With Casters</b>	Continental	DL1W-SA-PT	
Countertop Drink Cooler - Lighted (Opens on single side only)			
Floor Model Drink Cooler, Opens on a Single Side Only, <b>With Casters</b>			
Hatco Warmer Food Slide. Two Levels (top & bottom), 5 or 6 Slides Per Level, Slanted Forward			
Air Screen Cooler, Full Size Floor Model. (Bev-Air Model Is Used Most), <b>With Casters</b>			
Mobile self-Contained Frost Top Serving Counter, 50" w/adjustable sneeze guards on one side, need flip-up server side tray slide, and LED Lights, <b>With Casters</b>	Defield	SCFT-50-NUP	DEFIELD
Mobile self-Contained Frost Top Serving Counter, 60" w/adjustable sneeze guards on one side, need flip-up server side tray slide, and LED Lights, <b>With Casters</b>	Defield	SCFT-60-NUP	DEFIELD
FlexiShield Food Shield-Flexible (part of above item), <b>With Casters</b>	Defield	DCFSF5	DEFIELD
All Purpose Counter 28"	Defield	SC-28-NU	DEFIELD
All Purpose Counter 36"	Defield	SC-36-NU	DEFIELD
All Purpose Counter 50"	Defield	SC-50-NU	DEFIELD
All Purpose Counter 60"	Defield	SC-60-NU	DEFIELD
All Purpose Counter 74"	Defield	SC-74-NU	DEFIELD
All Purpose Counter 96"	Defield	SC-96-NU	DEFIELD

Recessed Top-Utility Cabinet	Delfield	721	DELFIELD
Mobile Cashier's Counter, 30 Inches, <b>With Casters</b>	Delfield	SCS-30	DELFIELD
Mobile Cashier's Counter, 36 Inches, <b>With Casters</b>	Delfield	SCS-36	DELFIELD
Mobile Cashier's Counter, 50 Inches, <b>With Casters</b>	Delfield	SCS-50	DELFIELD
Mobile Heated Serving counters, 3 Well, (Includes tray serving line), <b>With Casters</b>	Delfield	SH-3-NU	DELFIELD
Top Extension 46"	Delfield	TE-46	DELFIELD
96" S/S V-Tray Slide 12" Wide	Delfield	B-96	DELFIELD
Shelly Fixed Tray Slide Bracket	Delfield	SG-2	DELFIELD
96" S/S Workshelf 10" Wide	Delfield	E-96	DELFIELD
S/S Open Understorage	Delfield	P-50	DELFIELD
S/S Open Understorage	Delfield	P-60	DELFIELD
Led Light Fixture	Delfield	LED-96	DELFIELD
Flat Heated Top	Delfield	SG19F	DELFIELD
Mobile Heated Serving counters, 4 Well,(Includes tray serving line), <b>With Casters</b>	Delfield	SH-4-NU	DELFIELD
60" S/S V-Tray Slide 2" Wide	Delfield	B-60	DELFIELD
Mobile Heated Serving counters, 5 Well, (Includes tray serving line), <b>With Casters</b>	Delfield	SH-5-NU	DELFIELD
74" S/S V-Tray Slide 12" Wide	Delfield	B-74	DELFIELD
74" S/S Workshelf 10" Wide	Delfield	E-74	DELFIELD

## RFP 23FS4, KITCHEN AND SERVING LINE EQUIPMENT, SMALLWARES, PARTS, DESIGN AND/OR INSTALLATION SERVI

Please provide either a Category or Manufacturer Discount Off List Price

Category/Manufacturer	Category/Manufacturer Discount off List Price
Beverage Air - 60%	
Continental Refrigerator - 53%	
Garland/US Range - 45%	
Delfield - 45%	
Groen - 40%	
Hatco - 35%	
Hoshizaki - 55%	
Ice-O-Matic - 45%	
Imbera USA - 35%	
Master-Bilt Products - 45%	
Southbend - 45%	
Traulsen - 65%	
Victory Refrigeration - 55%	
Vulcan - 53%	
Other - 5%	
CATEGORIES:	
Refrigeration - 5%	
Cooking Equipment - 5%	
Ice - 5%	
Walk In Boxes - 15%	
Grease Hoods - 15%	
Furniture - Front of House - 10%	
Work Tables - 10%	
Wire Shelving - 10%	
Other - 5%	
Services:	
Installation - 25%	
Inside Delivery - 25%	
Equipment Removal - 25%	
Other - 5%	

This is a sampling of the categories we offer. There may be requests outside of these categories that we can support in the future.

RFP 23FS4, KITCHEN AND SERVING LINE EQUIPMENT, SMALLWARES, PARTS, DESIGN

Smallwares	Acceptable Manufacturer(s)			
Brush, All Purpose Clean - Up 8"	WINCO			
Brush, All Purpose Clean -Up 20"	Winco	BRN-20P	ea	
Disher # 12	Winco	ICD-12	ea	
Disher # 16	Winco	ICD-16	ea	
Disher # 40	Winco	ICD-40	ea	
Disher # 50	Winco	ISS-50	ea	
Disher # 8	Winco	ICD-8	ea	
Lid Dome Full Size w/Handle	Winco	C-DCF	ea	
Eutectic Cover Full Size				
Glove, Large, Cut Resistant	Winco	GCRA-L	ea	
Knife, Cook's 10" Blade	Winco	KWP-100	ea	
Knife, Cook's 8" Blade	Winco	KWP-80	ea	
Knife, Paring/Utility, 3.25" Blade	Winco	KWP-30 (2pk)	pk	
Knife, Slicing, 12" Blade,Scalloped Edge	Winco	KWP-121	ea	
Knife, Utility/Slicer 6" Blade, Scalloped Edge	Winco	KWP-63	ea	
Ladle, Stainless Steel, 8 oz	Winco	LDI-8	ea	
Lid, Steam Table, Flat Solid 1/2 size Long	Winco	SPSCH	ea	
Lid, Steam Table, Flat Solid 1/4 size Long	Winco	SPSCQ	ea	
Lid, Steam Table,Transport Full size Long	Vollrath	70005	6/cs	
Lid, Steam Table,Transport Half size Long	Vollrath	75025	6/cs	
Measurer, Aluminum, 2 Quart	Winco	AM-4	ea	
Measurer, Aluminum, 4 Quart	Winco	PMU-200	ea	
Measuring Cup, Polycarbonate, 2 Quart	Winco	PMCP-200	ea	
Measuring Cup, Polycarbonate, 4 Quart	Winco	PMCP-400	ea	
Measuring Cup, Polycarbonate,1 Cup	Winco	PMCP-25	ea	
Measuring Cup, Stainless Steel, 4 pc.	Winco	MCP-4P (set)	st	
Measuring Spoons, Aluminum, Set of 4	Winco	OMS-15	ea	
Oven Mitts	Winco	TKP-90	ea	
Pancake Turner, Flexible	Winco	WPC-60	ea	
Pitcher, Polycarbonate, 2.5 Quart	Winco	PPC-4W	ea	
Pizza Cutter	Winco	PH-8N	ea	
Pot Holders	Winco	TN713	ea	
Sandwich Spreader, Plain Edge, 3.5 " Blade	Winco	TKP-31	ea	
Sandwich Spreader, Scalloped Edge, 3.5 " Blade	Winco	PPL-6R	ea	
Sanitizer Container	Winco	SCAL-62	ea	
Scale, Portion, 1 LB. Capacity	Winco	SCAL-66	ea	
Scale, Portion, 5 LB Capacity	Winco	PSG-14	ea	
Spatula, High Heat, 13.5" Long	Winco	PSH-14	ea	
Spatula, Plastic, 13.5" Long	Winco	PSC-14	ea	
Spatula, Plastic, 9.5" Long	Winco	PSC-10	ea	
Spoodle, Perforated 6 oz. Capacity	Winco	FPP-6	ea	
Spoodle, Perforated, 4oz Capacity	Winco	FPP-4	ea	
Spoodle, Perforated, 8 oz. Capacity	Winco	FPP-8	ea	
Spoodle, Solid, 2oz Capacity	Winco	FPS-2	ea	
Spoodle, Solid, 3oz. Capacity	Winco	FPS-3	ea	
Spoodle, Solid, 4oz Capacity	Winco	FPS-4	ea	
Spoodle, Solid, 6 oz Capacity	Winco	FPS-6	ea	
Spoodle, Solid, 8 oz Capacity	Winco	FPS-8	ea	
Spoon, Perforated Bowl, 13.25" Long	Winco	BSPN-13	ea	

**RFP 23FS4, KITCHEN AND SERVING LINE EQUIPMENT, SMALLWARES, PARTS, DESIGN**

Smallwares	Acceptable Manufacturer(s)
Spoon, Perforated Bowl, 15.5" Long	Winco BSPN-15 ea
Spoon, Slotted Bowl, 15.5" Long	Winco BSSN-15 ea
Spoon, Solid Bowl, 15.5" Long	Winco BSON-15 ea
Steam Table Pan, 1/2 Size Long, Solid, 4" Deep	Winco SPJH-4HL ea
Steam Table Pan, 1/2 Size Perforated, 2.5" Deep	Winco SPJH-202PF ea
Steam Table Pan, 1/2 Size Solid, 2.5" Deep	Vollrath 75202 12/cs
Steam Table Pan, 1/2 Size Solid, 4" Deep	Vollrath 75204 12/cs
Steam Table Pan, 1/2 Size, Perforated, 4" Deep	Winco SPJH-204PF ea
Steam Table Pan, Full Size ,Perforated, 4" Deep	Winco SPJH-104PF ea
Steam Table Pan, Full Size, Perforated, 2.5" Deep	Winco SPJH-102PF ea
Steam Table Pan, Full Size, Solid, 2.5" Deep	Vollrath 74262 12/cs
Steam Table Pan, Full Size, Solid, 4" Deep	Vollrath 74264 12/cs
Thermometer, Food Test, Analog	Winco TMT-P1 ea
Thermometer, Oven	Winco TMT-OV2 ea
Thermometer, Refrigerator/ Freezer	Winco TMT-RF2 ea
Thermometer, Utility, Wall	Winco TMT-IO1 ea
Tongs, W/Spring, 12" Long	Winco UT-12 ea
Tongs, W/Spring, 9" Long	Winco UT-9 ea
Towels	Winco BTW-30 (per DZ) dz
Vegetable Peeler, 6" Long, Nee Action	Winco VP-300 ea
Black Pan, 1/2 Size Long Shotgun, 4" Deep	Cambro 24LPCW110 6/cs
Black Pan, 1/2 Size Long Shotgun, 2.5" Deep	Cambro 22LPCW110 6/cs
Black Pan, Full Size, 2.5" Deep	Cambro 12CW110 6/cs
Black Pan, Full Size, 4" Deep	Cambro 14CW110 6/cs
Black Pan, 1/3 Size 4" Deep	Cambro 34CW110 6/cs
Black Pan, 1/3 Size 2.5" Deep	Cambro 32CW110 6/cs
Black Pan, 1/2 Size, 2.5" Deep	Cambro 22CW110 6/cs
Black Pan, 1/2 Size , 4" Deep	Cambro 24CW110 6/cs
Black Pan, 1/4 Size, 2.5" Deep	Cambro 42CW110 6/cs
Black Pan, 1/4 Size , 4" Deep	Cambro 44CW110 6/cs
Black Pan, 1/6 Size, 2.5" Deep	Cambro 62CW110 6/cs
Black Pan, 1/6 Size , 4" Deep	Cambro 64CW110 6/cs
Pizza Pans, Round 16"	Winco APZT-16 ea
Pizza,Screens 16"	Winco APZS-16 ea
Sheet Pans, Full Size	Winco ALXP-1826 ea
Trays, 5 Cpmt Lunch	Carlisle

**RFP 23FS4, KITCHEN AND SERVING LINE EQUIPMENT, SMALLWARES, PARTS, DESIGN AND/OR INSTALLATION SM**

**Please provide a discount off list by Category or by Manufacturer**

Category/Manufacturer	Category/Manufacturer Discount off List
Cooking Utensils - 5%	
Cutlery - 5%	
Palateware - 5%	
Pans - 5%	
Storage - 5%	
Trash Cans/Waste Products - 5%	
Other 5%	

This image shows a full page of white paper with horizontal blue lines, resembling notebook paper. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



G LINE MARKET BASKET

	List Price	Discount Off List Price	Net Price	Net Price Plus Delivery/Install - Uncrating	Category	Qty
TITUTED	\$87,920.00	40%	\$52,752.00	\$56,444.64		Price is for qty of 4
TITUTED	\$84,120.00	40%	\$50,472.00	\$54,005.04		Price is for qty of 4
TITUTED	\$104,880.00	40%	\$62,928.00	\$67,332.96		Price is for qty of 2
	\$15,853.00	45%	\$8,719.15	\$10,027.02		Price is for qty of 1
	\$34,895.00	45%	\$19,192.25	\$20,727.63		Price is for qty of 1
	\$34,895.00	45%	\$19,192.25	\$20,727.63		Price is for qty of 1
	\$8,283.00	45%	\$4,555.65	\$5,239.00		Price is for qty of 1
	\$14,848.00	45%	\$8,166.40	\$9,391.36		Price is for qty of 1
ITUTED	\$67,386.00	53%	\$31,671.42	\$36,422.13		Price is for qty of 1
ITUTED	\$67,386.00	53%	\$31,671.42	\$34,205.13		Price is for qty of 1
	\$1,829.00	45%	\$1,005.95	\$1,156.84		Price is for qty of 1
UTED	\$17,780.00	55%	\$8,001.00	\$9,201.15		Price is for qty of 1
UTED	\$12,670.00	55%	\$5,701.50	\$6,556.73		Price is for qty of 1
UTED	\$14,070.00	55%	\$6,331.50	\$7,281.23		Price is for qty of 1
UTED	\$10,570.00	55%	\$4,756.50	\$5,469.98		Price is for qty of 1
	\$ -	0%	\$0.00	\$0.00		Price is for qty of 1
	\$11,271.00	60%	\$4,508.40	\$5,184.66		Price is for qty of 1
	\$13,221.00	60%	\$5,288.40	\$6,081.66		Price is for qty of 1
	\$7,934.00	60%	\$3,173.60	\$3,649.64		Price is for qty of 1
	\$10,483.00	60%	\$4,193.20	\$4,822.18		Price is for qty of 1
AMERS	\$62,810.00	53%	\$29,520.70	\$31,882.36		Price is for qty of 1
AMERS	\$60,286.00	45%	\$33,157.30	\$35,809.88		Price is for qty of 1
AMERS	\$63,368.00	53%	\$29,782.96	\$32,165.60		Price is for qty of 1
AMERS	\$65,854.00	53%	\$30,951.38	\$33,427.49		Price is for qty of 1
	\$33,948.00	45%	\$18,671.40	\$20,538.54		Price is for qty of 1
	\$12,261.00	45%	\$6,743.55	\$7,755.08		Price is for qty of 1
	\$29,232.00	55%	\$13,154.40	\$15,127.56		Price is for qty of 1
	\$41,761.00	55%	\$18,792.45	\$21,611.32		Price is for qty of 1
	\$15,307.00	53%	\$7,194.29	\$8,273.43		Price is for qty of 1
	\$31,573.00	65%	\$11,050.55	\$12,045.10		Price is for qty of 1
	\$18,353.00	53%	\$8,625.91	\$9,919.80		Price is for qty of 1
	\$6,623.00	53%	\$3,112.81	\$3,579.73		Price is for qty of 1
	\$20,974.00	53%	\$9,857.78	\$11,336.45		Price is for qty of 1
	\$2,866.00	35%	\$1,862.90	\$2,142.34		Price is for qty of 1
	\$5,218.00	35%	\$3,391.70	\$3,900.46		Price is for qty of 1
	\$11,673.00	35%	\$7,587.45	\$8,725.57		Price is for qty of 1
	\$25,809.00	60%	\$10,323.60	\$11,872.14		Price is for qty of 1
	\$16,993.00	45%	\$9,346.15	\$10,748.07		Price is for qty of 1
	\$19,677.00	45%	\$10,822.35	\$12,445.70		Price is for qty of 1
	\$10,740.00	45%	\$5,907.00	\$6,793.05		Price is for qty of 1
	\$2,997.00	45%	\$1,648.35	\$1,895.60		Price is for qty of 1
	\$3,316.00	45%	\$1,823.80	\$2,097.37		Price is for qty of 1
	\$4,545.00	55%	\$2,499.75	\$2,874.71		Price is for qty of 1
	\$5,412.00	45%	\$2,976.60	\$3,423.09		Price is for qty of 1
	\$6,277.00	45%	\$3,452.35	\$3,970.20		Price is for qty of 1
	\$8,257.00	45%	\$4,541.35	\$5,222.55		Price is for qty of 1

	\$4,807.00	45%	\$2,643.85	\$3,040.43		Price is for qty of 1
	\$6,888.00	45%	\$3,788.40	\$4,356.66		Price is for qty of 1
	\$7,562.00	45%	\$4,159.10	\$4,782.97		Price is for qty of 1
	\$8,075.00	45%	\$4,441.25	\$5,107.44		Price is for qty of 1
	\$16,217.00	55%	\$8,919.35	\$10,257.25		Price is for qty of 1
	\$3,451.00	45%	\$1,898.05	\$2,182.76		Price is for qty of 1
	\$2,996.00	45%	\$1,647.80	\$1,894.97		Price is for qty of 1
	\$ 310.00	45%	\$170.50	\$213.13		Price is for qty of 1
	\$3,164.00	45%	\$1,740.20	\$2,001.23		Price is for qty of 1
	\$2,621.00	45%	\$1,441.55	\$1,657.78		Price is for qty of 1
	\$3,296.00	45%	\$1,812.80	\$2,084.72		Price is for qty of 1
	\$3,168.00	45%	\$1,742.40	\$2,003.76		Price is for qty of 1
	\$6,839.00	45%	\$3,761.45	\$4,325.67		Price is for qty of 1
	\$15,870.00	45%	\$8,728.50	\$10,037.78		Price is for qty of 1
	\$2,124.00	45%	\$1,168.20	\$1,343.43		Price is for qty of 1
	\$17,920.00	45%	\$9,856.00	\$11,334.40		Price is for qty of 1
	\$2,616.00	45%	\$1,438.80	\$1,654.62		Price is for qty of 1
	\$2,476.00	45%	\$1,361.80	\$1,566.07		Price is for qty of 1

**NG LINE DISCOUNTS**

**AND /OR INSTALLATION SMALLWARES MARKET BASKET**

List Price	Discount Off List Price	Net Price	Category
\$12.87	48%	\$6.69	
\$18.46	48%	\$9.60	
\$15.94	48%	\$8.29	
\$15.94	48%	\$8.29	
\$15.94	48%	\$8.29	
\$17.83	48%	\$9.27	
\$15.94	48%	\$8.29	
\$42.88	48%	\$22.30	
NO BID.	48%	\$0.00	
\$19.37	48%	\$10.07	
\$24.64	48%	\$12.81	
\$21.21	48%	\$11.03	
\$14.65	48%	\$7.62	
\$16.60	48%	\$8.63	
\$11.55	48%	\$6.01	
\$6.09	48%	\$3.17	
\$15.80	48%	\$8.22	
\$10.92	48%	\$5.68	
\$68.70	35%	\$44.66	
\$40.10	35%	\$26.07	
\$33.91	48%	\$17.63	
\$18.35	48%	\$9.54	
\$16.32	48%	\$8.49	
\$24.88	48%	\$12.94	
\$4.25	48%	\$2.21	
\$8.29	48%	\$4.31	
\$5.16	48%	\$2.68	
\$7.79	48%	\$4.05	
\$13.77	48%	\$7.16	
\$10.95	48%	\$5.69	
\$15.67	48%	\$8.15	
\$2.11	48%	\$1.10	
\$2.85	48%	\$1.48	
\$11.91	48%	\$6.19	
\$82.83	48%	\$43.07	
\$82.83	48%	\$43.07	
\$11.66	48%	\$6.06	
\$19.12	48%	\$9.94	
\$3.79	48%	\$1.97	
\$2.61	48%	\$1.36	
\$5.24	48%	\$2.72	
\$4.42	48%	\$2.30	
\$5.93	48%	\$3.08	
\$3.51	48%	\$1.83	
\$3.70	48%	\$1.92	
\$4.42	48%	\$2.30	
\$5.24	48%	\$2.72	
\$5.93	48%	\$3.08	
\$5.40	48%	\$2.81	

**AND /OR INSTALLATION SMALLWARES MARKET BASKET**

List Price	Discount Off List Price	Net Price	Category
\$6.04	48%	\$3.14	
\$6.04	48%	\$3.14	
\$5.65	48%	\$2.94	
\$41.62	48%	\$21.64	
\$32.37	48%	\$16.83	
\$74.90	35%	\$48.69	
\$113.30	35%	\$73.65	
\$36.82	48%	\$19.15	
\$60.93	48%	\$31.68	
\$49.52	48%	\$25.75	
\$97.00	35%	\$63.05	
\$148.20	35%	\$96.33	
\$7.46	48%	\$3.88	
\$6.91	48%	\$3.59	
\$6.67	48%	\$3.47	
\$3.84	48%	\$2.00	
\$4.53	48%	\$2.36	
\$3.68	48%	\$1.91	
\$16.79	48%	\$8.73	
\$8.94	48%	\$4.65	
\$24.90	44%	\$13.94	
\$19.95	44%	\$11.17	
\$26.35	44%	\$14.76	
\$33.45	44%	\$18.73	
\$15.05	44%	\$8.43	
\$10.95	44%	\$6.13	
\$14.65	44%	\$8.20	
\$18.20	44%	\$10.19	
\$11.05	44%	\$6.19	
\$13.10	44%	\$7.34	
\$8.10	44%	\$4.54	
\$9.10	44%	\$5.10	
\$11.36	48%	\$5.91	
\$9.27	48%	\$4.82	
\$25.65	48%	\$13.34	
\$11.44	66%	\$7.55	

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**SMALLWARES DISCOUNT**

