



Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor: Vestis Services, LLC

Contract Number: R10-1174A

Effective Date: March 1, 2025

Initial Term Expiration Date: February 29, 2028

Renewable Through: February 28, 2030

RFP Process Information

RFP Number: RFP R10-1174

RFP Title: Uniforms, Linens and Facility Products, Services and Solutions

Dates Advertised: November 8 & 15, 2024

of Vendors that Requested RFP: 43

Questions Due: December 5, 2024

Public Bid Opening Date and Time: December 18, 2024, 2:00 pm

CT # of Responses Submitted: 3
Number of Awarded Vendors: 1

Date of Board Approval: February 19, 2025

Evaluation Criteria

Products/Pricing (30 Points)
Performance Capability (25 Points)
Qualifications and Experience (25 Points)
MWBE Status/Programs (10 Points)
Commitment to Members (10 Points)

Summary

Region 10 Education Service Center solicited RFP R10-1163 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as "piggybackable") contacts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a single award was justified to satisfy the needs outlined in the RFP for the national Equalis membership.

Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or "EDGAR" requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10's public competitive solicitation process.

For any questions or concerns, please contact:

Clint Pechacek, Purchasing Consultant, clint.pechacek@region10.org, 972-348-1184

Your Local Equalis Representative: Find them here





REQUEST FOR PROPOSAL #R10-1174 FOR: Uniforms, Linens and Facility Products, Services and Solutions

November 8, 2024

Section Two:

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be

submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B). **PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal. **PROPOSAL FORM 1: ATTACHMENT B - PRICING QUESTIONNAIRE & EVALUATION CRITERIA:** PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA OTHER REQUIRED PROPOSAL FORMS: PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES PROPOSAL FORM 4: CLEAN AIR AND WATER ACT PROPOSAL FORM 5: DEBARMENT NOTICE PROPOSAL FORM 6: LOBBYING CERTIFICATION PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS** PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295 PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION PROPOSAL FORM 11: RESIDENT CERTIFICATION PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2) PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127) PROPOSAL FORM 17: C. 27I POLITICAL CONTRIBUTION DISCLOSURE FORM PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

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PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

PROPOSAL FORM 1: ATTACHMENT B - PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Attachment B - Pricing Excel pricesheet). Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the documents must be consolidated as part of this Section 2 at the end of your response. Vendor responses are strictly limited to 100 total pages (not including Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional sole discretion of Region 10. Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	What is your company's official registered name?	Vestis Services, LLC
	What is the mailing address of your company's headquarters?	1035 Alpharetta St; Suite 2100 Roswell, GA 30075
	Who is the main contact for any questions and notifications concerning this RFP	Jason Schafer National Account Executive
	response, including notification of award? Provide name. title. email address. and	Jason.schafer@vestis.com 980-378-2180
	phone number.	
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize y determination	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize y determination	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination
Competitive pricing for all available products and services, including warranties if applicable	Does pricing submitted include the required administrative fee?	Yes
	Do you offer any other promotions or incentives for customers? If yes, please describe.	Yes, Vestis offers Equalis Member Agencies 4 weeks free upon installation and no set up costs for emblems for new customers.

Ability of Customers to verify that they received	More all products /lines /services and	Vac for Direct Cala
contract pricing	pricing being made available under this	
	contract provided in the attachment B and/or Appendix B, pricing sections,	Rental weekly cost are provided as well.
	including shipping, installation, and other peripheral costs/fees?	
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	Vestis Central Billing System works in conjunction with our Rate Management System to ensure that only authorized items are being serviced and that your standard rates are being charged. Your invoice data is passed to our EDI system and this complete process by sending out electronic documents. EDI billing eliminates accounts payable data entry of the invoices. Payments are made through the Vestis Customer Portal that provides 24/7 access on any device, ability to view invoices and statements, pay invoices electronically, and support systems. Vestis utilizes American Express, American Express Corporate Purchasing Card, Master Card, and the Master Card Corporate Purchasing Card.
Other factors relevant to this section as submitted	No answer is required. Region 10 will utilize y	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this
by the Respondent	determination	
Performance Capability (25 Points)		
Product and service features and capabilities	Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.	Vestis is a \$2.8 billion global leader in professional services, providing uniform and career apparel to a variety of businesses. For over 80 years, Vestis has been building strong relationships with thousands of customers around the world. We currently provide uniform rental services to more than 400,000 customer accounts nationwide from over 350 service locations and distribution centers. Vestis's full-service employee uniform solution includes design, sourcing and manufacturing, customization, cleaning, maintenance, and delivery. We also offer non-garment items and related services, such as towels, floor mats, mops, linen products, as well as restroom products, First Aid, and AED services. Services Provided: Some Industrial Cleanroom Services Food Service and Refreshments Food Service and Refreshments Cleanroom Services Convention and Conference Centers Clinical Technology Services Convention and Conference Centers Besiness and Institutions Conrectional Institutions The Vestis Uniforms and Workplace Supplies program is versatile in many industry verticals
		that align with the needs of Government Agencies of all sizes.

Outline ye customize application include experiences or different the different of the you continue application include application include expenses or different the different of the your continue application include application include expenses or different the diffe	Outline your capabilities for uniform customization including embroidery, logo application, repair and alterations. Please include expected timelines. Outline your laundry capabilities including brocess outlines such as soil sorting for the different types of uniforms/linens. Outline applicable rental/leased programs offered for uniforms and linens including how you determine accurate quantities for revarious client needs.	 Product Standardization- Vestis can provide service standardization by wearer category, number of changes, personal inventory vs. bulk issue, bulk inventories, etc. are all efficiencies that can be standardized, managed and controlled. Rate Management- Vestis will ensure each agency receives the same negotiated pricing for all items. Once terms and conditions are agreed upon nationally, they are locked into our Rate Management Database that interface with each Vestis servicing locations' system. In this way, individual service locations are "locked out" from making rate revisions, inventories or conditions. This eliminates the need to review rates at the invoice level. Central Billing System- Vestis' Central Billing System works in conjunction with our Rate Management System to ensure only authorized items are being serviced and that standard rates are being applied. Invoice data is passed to our EDI system and completes the process by sending out e-documents. EDI billing eliminates account payable data entry of invoices. Vestis offers full-service customization options. Emblomos- 2 weeks pending design approval. Repair/Alterations- 2 weeks pending design approval. Repair/Alterations- 2 weeks pending design approval. When garments and linens arrive, they are sorted into the same categories in preparation for the specialized laundry process. Each garment/linen is assigned a unique proprietary cleaning process that ensures cleanliness every time. They combine the appropriate time, temperature, dilution, and mechanical action formulated for that garment/ sparment type and client need. They have developed AdvaCare, the only EPA-registered disinfectant in the industry. We understand that no transition plan is the same from one customer to the next. That is why we make it a priority to distinguish specific needs up-front by conducting needs assessments and existing program transition issues.
		One of the most important steps in the customer life cycle is the installation of service. In recognition of this, Vestis has invested significant resources into the installation process. A team of Vestis representatives will be assigned to each location. The local teams will consist of a Route Service Representative, General and District Manager, and will be supported by the New Business Install Manager, who will contact and meet with their assigned location to initiate the implementation of the national program. Once the customer is set-up for service, the New Business Install Manager will hand off the site to the local service team, who will continue to develop the local business relationship.

The implementation process will be initiated and monitored by a support team located at Vestis's corporate office in Atlanta, Ga. The support team will consist of a National Account Executive, your assigned Key/National Account Manager and the Strategic Accounts Install Desk. The function of the Strategic Accounts support team will be to ensure a seamless implementation. Furthermore, Vestis has developed a state-of-the-art Perfect Install Tracker System to track, manage, and implement large programs. This robust reporting tool allows Vestis's Strategic Accounts Install Desk to monitor critical tasks by specific customer location and track implementation progress. The web application generates alarms based on established task timelines. The tool allows our team to anticipate areas of concern before they become an issue. A typical install timeline is six to eight weeks from launch, depending on the type of account program negotiated.	Components of the implementation process specific to include: • Communication of the National Image program to and Vestis associates • Approval of personalized emblems and embroidery • Forecasting and building of inventory for installations • Obtaining lead times for garments and accessories • Scheduling date when installation / conversion will take place for each location • Obtaining electronic associate lists for each location • Approval of implementation plan by key contacts • Integration of newly hired associates into the implementation process • Defining key contacts to establish internal communication • Providing status reports and updates during the rollout and throughout the life of the program One of the benefits of an Vestis strategic partner is that Vestis assigns all strategic partner transition events. The FPL will manage the local, New Business Install Manager (NBIM) who will work with the local team servicing each of your locations to ensure that the implementation process goes smoothly. It is the NBIM's job to review contracted items, visit locations, initiate client site setup, stage orders, confirm products & get client ready for delivery, and to finally complete the installation of new products.	Over 85% of the repairs that take place are identified by Vestis at the Market Center through 1 of our 3 inspection points in each plant. Each employee is to examine each garment as it moves through their processing point for any needed repairs or upgrades throughout the cleaning process. Once a garment is found that needs repair, it is sent to the repair station immediately. For accountability back to the
		Describe your lifecycle management process including how to track and manage replacements of rental/leased uniforms.

	wearers, repairs are designated with a "We Fixed It" tag on the garment when returned clean and repaired as part of the standard weekly delivery.
	Vestis utilizes a "Customer Quality Assurance Program" that is designed to measure
	the effectiveness of the inspection components and predict the approximate ship
	quality of products going to its customers. It also provides details useful in improving
	and maintaining acceptable defect levels. Since most defects are the result of
	improper use of product rather than an incorrect production step, internal and
	external defects are addressed to ensure a constant quality level. Also, the program
	tocuses on issues beyond repairs, such as stains, poor finish, etc. that adversely
	affect customer satisfaction. As these are defined, they are marked and counted as defects.
	Vestis follows a thorough garment inspection process as part of our Ouality
	ram:
	• Route Service Representatives will flag customer requested repairs with washable
	tags.
	 Dedicated inspectors also examine garments prior to the sort system and flag
	garments in need of repairs.
	• Flagged pieces are routed to the mending area where repairs are made. Each
	galificit is tilolougilly hispected to commin all repairs ale completed.
	• Menders tally the number of repairs identified, and this data is entered into the
	Production System.
	 Garments failing to meet the grading/repair quality requirements are marked as "Revond Renair."
	Defould helpall .
	 A re-inspector audits at least 10% of the garment pieces looking for unacceptable
	quality, including missed repairs, garments in need of re-processing, and garments marked "Bevond Repair". Any garments found are distributed back to the
	al attention to rectify the quality shortfall.
	Replacements are requested through the Customer Portal, your Route Driver, or through our
	Customer Service Team. All requests are logged and authorized by the agency
	representative and are recorded for reference.
Outline energy savings opportunities and solutions that result from the offered	vestis is committed to operating sustainably. We have integrated new tech to optimize routes that decrease fossil fuel use and truck idling time. We also optimize our wash process
products and services.	to use less electricity, natural gas, and water. In the past decade, we have reduced water
	consumption by 26% and 80% of the wastewater is used to heat a new wash cycle.
Describe your process for conducting	Vestis utilizes Route Optimization is being implemented to optimize fuel consumption and
energy audits including any tools and	increase route efficiency. We are also Integrating EV technologies into our fleet of route
methodologies utilized to calculate	trucks.
potential savings.	
List the number and location of offices or	293 service centers in US to service the lower 48 states.
service certiers for all states being proposed in solicitation. Additionally, if	We do not carrice Alacka and Hawaii at this time
proposed in soncretion. Additionally, if	We do not service Alaska and nawan at this time.
100 Company age of the company (mading age)	

	and services in all 50 states, please describe any geographical limitations on	
	any product or service offered.	
	Outline any value-added capabilities not	Customer Portal Access for each agency with agency wide visibility with Live Chat available.
	already addressed.	24/7 Domestic Customer Service Center at 1-866-VESTIS1 For New Accounts we offer 4 weeks free and complementary emplem charges into
		installation.
Customer implementation and scalability	Outline the scalability of the services	Currently work with over 300,000 customers of varying sizes through our 293 Market Centers
	offered for varying organizational sizes.	in the US provide services to accounts within their geographic vicinity by providing a local
		connection with national support. The Local Service Team in each market center consists of
		the following:
		 Route Service Representative (RSR) that is the direct contact responsible for developing
		and maintaining long-term service partnerships with all customers. The RSRs are trained
		to resolve customer concerns, from adding and removing wearers to adjusting
		inventory levels. Average tenure is 8.2 years.
		 District Manager develops and maintains partnerships with each location through our
		on-site Customer Visitation process. The DM manages the route delivery process,
		utilizes our Route Accounting System (RAS), and focuses on customer retention and
		satisfaction. They supervise and train the RSRs to control each agency's inventory.
		 Service Manager reports directly to the General Manager and is responsible for
		coaching, directing, and holding our RSRs and District Managers accountable to ensure
		the best possible service.
		 Production Manager is an integral part of our internal HACCP program and is
		responsible for ensuring program implementation and adherence. The PM is
		responsible for the smooth, efficient, and safe operation of the plant. They mange the
		production employees, prepares schedules, and supervises all plant production.
		 Merchandise Control Manager is key in managing the Market Center's product line and
		is the primary contact with Material Management and the Distribution Centers to
		coordinate all related activities . MCMs are experienced managers with inventory
		control experience and excellent customer service.
		 General Manager is a top-level manager overseeing the functions of the Vestis local
		Market Center. Any local service concerns, if necessary, will escalate through to the GM
		to ensure service needs are being met.
	Describe your company's implementation	Installation of Service is one of the most important steps in the customer lifecycle. A team of
	and claiming pian for new cascomers, including a general timeline for	Vesus representatives will be assigned to each customer rocation. The rocal cariffs will consist of a Route Cervice Representative General and District Manager and will be unmorted by
	implementation services.	the New Business Install Manager.
		Our Perfect Install Tracking System provides an implementation within 14 days for workplace supplies and 28 days for uniforms (pending sizing)
		(0, 0, 1)

	Outline processes in place that address seasonal needs including managing cost effectiveness for short term client needs.	 Customers have multiple options to adjust to seasonal and short-term client needs. RSR- Route Drivers can assist with adjustments utilizing their handheld technology. Customer Portal provides 24/7 access and chat support from any device. Customer Service available at 1-866- VESTIS1; average hold time of 17 seconds General Manager and Local Account Manager also provide additional support
	Outline what ongoing training and consulting support is available to customers.	 Customer Service at 1-866-VESTIS1 Account manager and General Manager providing quarterly reviews. RSR (Route Sales Representative) during scheduled deliveries Customer Portal with text support
Maintenance services and tracking	Outline your preventative maintenance program for the offered products and services.	Vestis Inspection Process- from pickup to delivery, your garment goes through 5 layers of detailed quality checks to ensure it presents a professional look every time. Anything falling shore of our high standard, our finishing department quickly repairs or replaces the item without hassle. We can also flag needed repairs with our garment repair tags.
		1. While wearing 2. During pickup 3. Before drying 4. When sorting 5. Upon delivery
	Outline your approach to track and manage the maintenance history of a client's uniform/linen inventory.	All repairs or replacements are documented and tracked upon occurrence. Detailed reporting by wearer is available as needed from your local account manager or customer service representative.
Quality control and compliance	Identify relative quality control processes in place to ensure successful project completion.	Vestis Inspection Process (VIP)- from pickup to delivery, your garment goes through 5 layers of detailed quality checks to ensure it presents a professional look every time. Anything falling shore of our high standard, our finishing department quickly repairs or replaces the item without hassle. We can also flag needed repairs with our garment repair tags. VeriTEX QC- our HACCP- based process and audit can help food service organizations pass 3 rd
		party addits. Perfect Install Tracker- utilizes stage gates through our interconnected system to provide tracking of a customer's project and ensure successful completion.
	Identify measures taken to stay current with energy efficient processes to mitigate environmental impact.	Vestis is committed to operating sustainably. We are using advanced tech to optimize routes, decrease fossil fuel use, and truck idling time. We also optimize our wash process to use less electricity, natural gas, and water. We have incorporated EV Vehicles into our fleet and provide an ecofriendly line of garments called ECOLINE that is made of recycled materials.
		In the last decade we use 26% less water and use 80% of the wastewater to heat a new wash cycle.

	Describe your company's approach to managing multiple service needs across multiple locations and departments.	Vestis has 10 RVP that manage a GM at each of our 293 US service centers. Upon installation and program set-up, account profiles are created then locked once approved. Only authorized representatives can adjust the profile which provides consistent service levels, pricing, and documented tracking of any changes. Our wash processes are formulated and repeated in each location. We also provide a repeatable service model called S.T.O.P. that each Route Service Representative employs when they service the account.
Customer service/problem resolution	Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).	Vestis employs seventy-seven employees in Lexington, KY and can be reached 6am-8pm EST at 1-866-VESTIS1. We have an average answer time of 17 seconds and a 99.3% call resolution. Each account also has an assigned local account manager to provide additional service and quarterly business reviews. Vestis also has a state-of-the-art customer portal that allow for 24/7 access to their account with many self-service options to manage the account.
Financial condition of vendor	Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters	DUNS Number: Vestis- 791072197. Vestis' contract with Dun & Bradstreet limits the distribution of ratings reports. We understand that a customer can order this report directly from Dun & Bradstreet as needed. We file annual, quarterly, and current reports and other information with the Securities and Exchange Commission (the "SEC"). As a public company, our filings with the SED are available to the public through our corporate website at http://vestis.com
	What was your annual sales volume over last three (3) years?	2022- Uniforms Revenue: \$2.6 Billion 2023- Uniforms Revenue: \$2.7 Billion 2024- Uniforms Revenue: \$2.8 Billion We file annual, quarterly, and current reports and other information with the Securities and Exchange Commission (the "SEC"). As a public company, our filings with the SED are available to the public through our corporate website at http://vestis.com
History of meeting products and services deadlines	Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.	Delivery Management (each employee receives 11 uniforms- 5 clean, 5 being laundered, and 1 currently worn) 1. Drop off 5 clean uniforms workplace supplies on your scheduled delivery day. 2. Pick up 5 soiled uniforms and workplace supplies at your location. 3. Inspect uniforms and workplace supplies for wear and tear. 4. Launder uniforms and workplace supplies with a scientific wash process. 5. Load clean uniforms and workplace supplies onto delivery truck. Typical delivery is each week, but greater or lesser frequency needs are met as needed.
Other factors relevant to this section as submitted by the Respondent	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency	 Vestis Reporting Capabilities Simplified reporting Trend Identification Custom report frequency Usage by wearer Other custom reports upon request

	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	EIVIR SCORE 202483
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	Provide a link to your company's website	<u>www.vestis.com</u>
	Please provide a brief history of your company, including the year it was established.	Our business traces its history back to the 1930s, when we began providing vending services to plant employees in the aviation industry in Southern California. In 1959, our founders Dave J. Davidson and William S. Fishman combined their two businesses to form our predecessor company, which went public in 1960. In the ensuing years, we broadened our service offerings and expanded our client base, while retaining our entrepreneurial character. These increased service offerings include our uniform services business, acquired in 1976. Vestis continues to expand its service offerings through strategic acquisitions in the uniform rental and food/facility services arenas. In 2023, Aramark Uniform Services division becomes Vestis, a stand-alone company and listed on the NYSE as VSTS.
Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?	NO
Experience and qualification of key employees	Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable	Nate Ritchie@vestis.com Nate provides leadership and support for our National Accounts team. His experience in the textiles industry and long tenure with Vestis provides customers with access to solutions for unique needs. His executive support and leadership is impactful to the partnership. Jason Schafer- National Account Executive - 980-378-2180 jason.schafer@vestis.com Jason serves as a direct contact to provide executive support for the overall success of the agreement. He is primarily focused on the development and administration of the agreement. He is primarily focused on the development and administration of the Internal Field Launch, positioning in the public space and will serve as a primary contact through the critical initial phases of the partnership. National Account Manager (NAM)- Assigned upon award Vestis will provide Equalis and Region 10 with a NAM who will be your single point of contract throughout the life of your partnership with Vestis. All Vestis NAMs are successful, tenured managers will experience in all aspects of the uniform services business. The NAM will be responsible for account administration, reporting assistance, scheduled business reviews and marketing requests. Katy Hartman-Mart- Director, Strategic Accounts Service Operations Katy.hartmanmart@vestis.com

		Katy has held various operational roles in her 13 years with Vestis. Her team is focused on providing operational support including oversight of administration fees, billing and accounts payable duties for our largest partnerships.
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?	Approximately \$200M annually each of the last three (3) years.
	What is your strategy to increase market share in the public sector?	 I. Joint Responsibilities- Vestis and Equalis Collaborate to identify leads and opportunities through key target lists and leveraging existing relationships. Respond to requests and inquiries form agencies in a timely manner. Co-Branded marketing materials
		II. Vestis Marketing and Sales- Contract launch with field to include.
		 Field Sales Activities Active reach out to Equalis Members to introduce program and qualify potential agencies. Training and understanding of Equalis agreement and members buying procedures and practices.
		 Custom Vestis presentation for Equalis members Expertise and solutions related to flame-resistant, healthcare, garments, and Microfiber solutions, first aid and cleanroom services.
		 Additional Business Services Comprehensive "go-to-market" plan, to leverage Equalis agreement and expand participation. National Account Manager as single POC which will meet with Equalis on a scheduled basis to provide reporting, trends, and other member related issues. Ongoing customer service through customer portal, 24/7 Customer Service. Equalis contract rollout training and follow-up sessions as required.
		 Marketing and Promotion Participation in Equalis supplier conferences Regional meetings, on-campus supplier fairs and presentations
		III. Supplier Commitment Corporate- Supplier commits that the Agreement with Equalis
		 Full support of the Vestis Senior Management Vestis sales team education and new business campaign Custom Website for rental and direct sale of Equalis Contract
		• Customer Portal for each member agency selecting Vestis as their supplier.
		Pricing and Product

		Shall provide products and services that meet or exceed participating agency quality standards.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	From time to time, we and our subsidiaries are party to various legal actions, proceedings and investigations involving claims incidental to the conduct of our businesses, including actions by customers, employees, government entities and third parties, including under federal, state, international, national, provincial and local employment laws, wage and hour laws, discrimination laws, immigration laws, human health and safety laws, import and export controls and customs laws, environmental laws, false claims or whistleblower statutes, tax codes, antitrust and competition laws, customer protection statutes, procurement regulations, intellectual property laws, supply chain laws, the Foreign Corrupt Practices Act and other anti-corruption laws, lobbying laws, motor carrier safety laws, data privacy and security laws, or claims alleging negligence and/or breach of contractual and other obligations. We consider the measurement of litigation reserves as a critical accounting estimate because of the significant uncertainty in some cases relating to the outcome of potential claims or litigation and the difficulty of predicting the likelihood and range of potential liability involved, coupled with the material impact on our results of operations that could result from litigation or other claims. In determining legal reserves, we consider, among other issues: • interpretation of contractual rights and obligations; • the status of government regulatory initiatives, interpretations, and investigations; • the status of settlement negotiations; • prior experience with similar types of claims; • whether there is available insurance; and
Minimum of 5 public sector customer references relating to the products and services within this RFP	Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume	 KCUSD- Monica Sanchez- Procurement Director Reedley, CA 559-356-9903 Rental/First Aid Years Serviced: 6 Annual Volume: \$96,000 CalTrans- Division of Equipment- Tom Dailey, SEMS- Stockton, CA 916-798-2813 Rental Service Years Serviced: 19 Annual Volume: \$390,000 State Of Washington- April Cole, Contract & Procurement Specialist- Olympia, WA 360-407-8120 Rental/FA/Direct Sales Years Serviced: 10 Annual Volume: \$7.2M Gonzaga University- Dani Doss, Budget Officer- Spokane, WA 509-313-2500 First Aid Years Serviced: 1 Annual Volume: \$59,000 State Of Tennessee- Seth Lake, Category Specialist- Nashville, TN 615-507-6930 Rental Service Years Serviced: 15 Annual Volume: \$2.873M
Company profile and capabilities	Do you plan to sell to customers directly, use resellers or subcontractors, or a	Vestis will utilize its internal team to sell directly to customers.

	combination of both? If you intend to use	
	your process for ensuring that resellers and	
	subcontractors comply with the pricing and terms of the contract.	
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall responsowith cooperatives is not necessary to score well for this criterion.	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.
Other factors relevant to this section as submitted	If your company is a privately held	N/A
by the Respondent	organization, please indicate if the	
	company is owned or operated by anyone	
	who has been convicted of a felony. If yes,	
	a detailed explanation of the names and	
	Provide a copy of all current licenses, registra	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses,
	registrations or certifications from any other governmental entity with jurisdiction, a These will be provided in the chare provided in Form 3. No answer is required here	registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the chare provided in Form 3. No answer is required here.
MWBE Status and/or Program Capabilities (10 Points)	(10 Points)	
MWBE status, subcontractor plan, and/or joint	Please indicate whether you hold any	N/A
venture program	diversity certifications, including, but not	
-	limited to MWBE, SBE, DBE, DVBE, HUB, or	
	HUBZone	
	Do you currently have a diversity program	Understanding and mirroring the diversity of our clients and customers allows us to
	Program or subcontractor program? If you	differentiate ourselves from our competitors. Vestis's ability to identify, attract,
	have a diversity program, please describe it	develop, and support the right partners is key to our growth. The customers we
	program or partnership through Equalis Group?	our suppliers also should represent the diversity of the communities in which we live
		and work. Vastis Jooks for high-nerformance companies offering superior quality-reliability
		and value. We are committed to pursuing, developing, and supporting strategic
		partnerships with businesses owned and operated by minorities and women, as well
		as smail, disadvantaged ofganizations, who share our values.
		Vestis is a member of the National Minority Supplier Development Council, the Multicultural Foodservice & Hospitality Alliance, the National Urban League, and the
		Women's Business Enterprise Council.
		Vestis is committed to the utilization of small businesses and businesses owned and
		operated by minorities, women, and other diverse populations. This commitment is a key
		ingredient to the formation of strategic relationships that provide value to our clients. We know that building a network of diverse suppliers supports our mission of enriching and
		nourishing lives. Accordingly, supplier diversity is not only a key Diversity and Inclusion
		initiative for Vestis, but also a business imperative that delivers success for our clients,
		consumers, and the communities in which we serve.

		At Vestis, we understand that each client is different, and that flexibility is key. That is why we take a customized approach to our supplier diversity efforts for each client, adjusting to meet the needs of the numerous business categories and geographic areas in which we serve.
		We have a centralized, enterprise-wide program focused on creating local economic impact and ensuring compliance with our clients' expectations. If awarded the contract, Vestis can collaborate with you to develop a mutually acceptable supplier diversity utilization plan, that reflects the local market and makes the best use of enterprise and local resources.
		 Vestis's Commitment to Supplier Diversity Vestis has over 5,600 relationships with small businesses and other diverse suppliers or subcontractors, including 1,554 supplier relationships with M/WBEs across the enterprise.
		 To support its diverse supplier outreach and engagement efforts, Vestis is a corporate member of the National Minority Supplier Development Council (NSMDC), Women's Business Enterprise National Council (WBENC), National LGBT Chamber of Commerce (NGLCC), and Disability: IN.
		 Vestis also tracks eighteen small and diverse owned business categories as part of our comprehensive spend analysis process, including minority, women, veteran, LGBTQ, native Alaskan, and disabled.
	Please attach any certifications you have as part of your response to Form 3.	art of your response to Form 3.
Good faith efforts to involve MWBE subcontractors in response	Did your company contact MWBEs or minority chambers of commerce by	No
	telephone, written correspondence, or trade associations at least one week before	
	the due date of this RFP to provide	
	information relevant to this opportunity and to determine whether any MWBEs	
	were interested in subcontracting and/or joint ventures?	
Demonstrated ongoing MWBE program	Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work.	N/A
	including but not limited to efforts to reach out to individual MWBE businesses,	
	minority chambers of commerce, and other minority business and trade associations.	
Commitment to Service Equalis Group Members (10 Points)	mbers (10 Points)	
Marketing plan, capability, and commitment	Detail how your organization plans to	I. Joint Responsibilities- Vestis and Equalis
	market and promote this contract upon	

award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.	 Collaborate to identify leads and opportunities through key target lists and leveraging existing relationships Respond to requests and inquiries form agencies in a timely manner Co-Branded marketing materials
	II. Vestis Marketing and Sales- Contract launch with field to include
	 Field Sales Activities Active reach out to Equalis Members to introduce program and qualify potential agencies. Training and understanding of Equalis agreement and members buying procedures and
	practices • Custom Vestis presentation for Equalis members
	 Expertise and solutions related to flame-resistant, healthcare, garments and Microfiber solutions, first aid and cleanroom services
	Additional Business Services • Comprehensive "go-to-market" plan, to leverage Equalis agreement and expand
	participation National Account Manager as single POC which will meet with Equalis on a scheduled basis
	 to provide reporting, trends and other member related issues Ongoing customer service through customer portal, 24/7 Customer Service. Equalis contract rollout training and follow-up sessions as required.
	Marketing and PromotionParticipation in Equalis supplier conferences
	 Regional meetings, on-campus supplier fairs and presentations
	III. Supplier Commitment
	Corporate- Supplier commits that the Agreement with EqualisFull support of the Vestis Senior Management
	 Vestis sales team education and new business campaign Custom Website for rental and direct sale of Equalis Contract
	• Customer Portal for each member agency selecting Vestis as their supplier.
	Pricing and Product Shall provide products and services that meet or exceed participating agency quality
	standards.
Detail how your organization will train your	Vestis will develop a Fact Sheet with all the pertinent information associated with the Equalis
sales force and customer service representatives on this contract to ensure	Contract. This is noused in our organization whe custom sates of certaining, to nitracts and other reference documents are available for download by employees
that they can competently and consistently	to accurately manage and service participating agencies.

	present the contract to public agency customers and answer any questions they might have concerning it.	
	Acknowledge that your organization agrees to provide its company logo(s) to region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	Yes. All marketing should be approved by Vestis prior to use to insure proper branding representation.
Ability to manage a cooperative contract	Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.	Our organization has the ability and experience to successfully provide reports that detail participating members rental and direct sale purchases.
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	Sourcewell E&I Vizient Premier HealthTrust Avendra HSPI
Commitment to supporting agencies to utilize the contract	If awarded a contract, how would you approach agencies in regard to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.	New account acquisitions Utilizing Equalis Membership Lists- our field sales team receives tasks to contact members to introduce the Vestis connection, discover current uniform usage and next cancellation date to set up a face-to-face meeting with interested agencies. The sales calls follow our internal methodologies do identify the need for our services and the problems we solve.
		If interested, a final proposal is presented incorporating the Equalis MSA pricing and incentives. Members are directed to Equalis contract documents or service personnel if they have further questions about contract use. Existing customers 18 months prior to contract expiration, existing government agencies begin receiving information allowing them to renew utilizing the new Equalis agreement.
Other factors relevant to this section as submitted by the Respondent	Provide the number of sales representatives which will work on this contract and where the sales representatives are located.	Approximately eight hundred field sellers across the lower 48 states. Locations are in line geographically with our 293 US service locations.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES-

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.



MANAGEMENT SYSTEM CERTIFICATE

Certificate no.: CERT-10010-2005-AQ-USA-ANAB Initial certification date: 03 May, 2005

Valid: 07 May, 2023 – 06 May, 2026

This is to certify that the management system of

Aramark Cleanroom Services

7650 Grant Street, Burr Ridge, IL, 60527-7257, USA

and the sites as mentioned in the appendix accompanying this certificate

has been found to conform to the Quality Management System standard: ISO 9001:2015

This certificate is valid for the following scope:

Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas

Place and date: Katy, TX, 27 April, 2023







For the issuing office: DNV - Business Assurance 1400 Ravello Drive, Katy, TX, 77449-5164, USA



Sherif Mekkawy Management Representative



Certificate no.: CERT-10010-2005-AQ-USA-ANAB Place and date: Katy, TX, 27 April, 2023

Appendix to Certificate

Aramark Cleanroom Services

Locations included in the certification are as follows:

Site Name	Site Address	Site Scope
Aramark Cleanroom Services	7650 Grant Street, Burr Ridge, IL, 60527- 7257, USA	Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas
Aramark Cleanroom Services, Durham, NC 27703	3 Yadkin Street, Durham, NC, 27703- 5066, USA	Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas
Aramark Cleanroom Services, Corvallis, OR 97333	1801 Airport Avenue, Corvallis, OR, 97333-9590, USA	Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas
Aramark Cleanroom Services, Scranton, PA 18505	1037 Hemlock Street, Scranton, PA, 18505-2178, USA	Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas
Aramark Cleanroom Services, Los Angeles, CA 90001	1405 East 58th Street, Los Angeles, CA, 90001, USA	Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas
Aramark Cleanroom Services, McKinney, TX 75071	407 Interchange Street, McKinney, TX, 75071-1830, USA	Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas
Aramark Cleanroom Services, Bloomfield, CT 06002	100 Phoenix Crossing, Bloomfield, CT, 06002-1997, USA	Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas
Aramark Cleanroom Services, Oakville, Ontario L6H 0G7 Canada	2390 Winston Park Drive, Unite 1 & 2, Oakville, ONTARIO, L6H 0G7, Canada	Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas
Aramark Cleanroom Services, Bayamon, Puerto Rico	135 Calle A, Suite 1, Urbanization Industrial Corujo, Bayaman, Porto Rico, 00961, Puerto Rico	Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _	Vestis Services; LLC
Title of Authorized	Representative: Regional Vice President
Mailing Address: 1	035 Alpharetta St; Suite 2100; Roswell, GA 30075
	E-SIGNED by Paul Schmid
Signature:	on 2024-12-13 10:56:43 GMT

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _	Vestis Services; LLC
Title of Authorized	Representative: Regional Vice President
Title of Additionized	nepresentativenegional vice i resident
Mailing Address:	1035 Alpharetta St; Suite 2100; Roswell, GA 30075
	E-SIGNED by Paul Schmid
Signature:	on 2024-12-13 10:53:52 GMT

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

- 1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

E-SIGNED by Paul Schmid on 2024-12-13 10:54:01 GMT
Signature of Respondent
December 13, 2024
Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

E-SIGNED by Paul Schmid on 2024-12-13 10:56:51 GMT	December 13, 2024
Signature of Respondent	Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

VENDOR <u>Vestis Services, LLC</u>

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

ADDRESS 1035 Alpharetta St Suite 2100	RESPONDANT E-SIGNED by Jason Schafer
Roswell, GA 30075 PHONE 1-866-837-8471	<u>on 2024-12-13 03:03:45 GMT</u> Signature
1 000 037 0471	Jason Schafer
	Printed Name
FAX <u>N/A</u>	National Account Executive
	Position with Company
	AUTHORIZING OFFICIAL E-SIGNED by Paul Schmid
	on 2024-12-13 10:54:08 GMT
	Signature
	Paul Schmid
	Printed Name
	Regional Vice President
	Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree?	P.S.	
	(Initials of Authorized Representative)	
a firearm entity or fire firearm entity or firear		
Does vendor agree?	P.S. (Initials of Authorized Representative)	_
TERRORIST STATE	·	

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree?	P.S.
	(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Fovac	or	Non 1	Fovac	Residen	+
rexas	Or.	NON-	ı exas	Kesiden	L

	I certify that my company is a "resident Bidder"
X	I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Vestis Services; LLC	1035 Alpharetta St; Suite 2100		
Company Name	Address		
Roswell	GA	30075	
City	State	Zip	

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? No. Not as Region 10 ESC General Terms and Conditions document are currently stated

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree?	NO	
	(Initials of Authorized	Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _	P.S.
	(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

	P.S.	
Does vendor agree?		
	nitials of Authorized Representat	ive)
5. Contract Work Hours ar	id Safety Standards Act:	
employment of mechanics by Department of Labor re compute the wages of eve excess of the standard worthan one and a half times trequirements of 40 USC 37 be required to work in surn These requirements do no	or laborers, Vendor agrees to congulations (29 CFR Part 5). Under ry mechanic and laborer on the rk week is permissible provided the basic rate of pay for all hours (704 are applicable to construction roundings or under working con	purchases in excess of \$100,000 that involve the omply with 40 USC 3702 and 3704, as supplemented 40 USC 3702 of the Act, Vendor is required to basis of a standard work week of 40 hours. Work in that the worker is compensated at a rate of not less worked in excess of 40 hours in the work week. The n work and provide that no laborer or mechanic must ditions which are unsanitary, hazardous or dangerous. lies or materials or articles ordinarily available on the on of intelligence.
Does vendor agree?	P.S.	
(In	itials of Authorized Representat	ive)
6. Right to Inventions Mac	de Under a Contract or Agreeme	ent:
and the recipient or subred organization regarding the or research work under tha requirements of 37 CFR Pa	cipient wishes to enter into a consultance of substitution of parties, assignment "funding agreement," the recount rt 401, "Rights to Inventions MaGrants, Contracts and Cooperati	ntract with a small business firm or nonprofit ent or performance or experimental, developmental, ipient or subrecipient must comply with the de by Nonprofit Organizations and Small Business ve Agreements," and any implementing regulations
Vendor agrees to comply v	vith the above requirements wh	en applicable.
Does vendor agree?	P.S.	
(In	itials of Authorized Representat	ive)
7. Clean Air Act and Feder	al Water Pollution Control Act:	
amended –Contracts and s non-Federal award to agre the Clean Air Act (42 USC 7	subgrants of amounts in excess one to comply with all applicable solution 7401-7671q.) and the Federal W	Pollution Control Act (33 USC 1251-1387), as of \$150,000 must contain a provision that requires the tandards, orders, or regulations issued pursuant to ater Pollution Control Act, as amended (33 USC 1251-g agency and the Regional Office of the Environmental
	rees to comply with all applicab ederal Water Pollution Control	le standards, orders, or regulations issued pursuant to Act.
Does vendor agree?	P.S.	

(Initials of Authorized Representative)

8. Debarment and Suspension:

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?	P.S.	
	(Initials of Authorized Representative)	

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _	P.S.	
	(Initials of Authorized Representative)	

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

EPA guidelines.		ement of recovered materials identified in the	
Does vendor agree?	P.S. 		
	(Initials of Authorized Representative)		
11. Profit as a Separate	Element of Price:		
profit as a separate element of the price for charged by Vendor to the price for the p	ment of the price. See, 2 CFR 200.323(b). Vide information and negotiate with the particular purchase. However, Vendor	pating agency may be required to negotiate When required by a participating agency, ticipating agency regarding profit as a separate agrees that the total price, including profit, ne awarded pricing, including any applicable	
Does vendor agree?	P.S.		
	(Initials of Authorized Representative)		
12. Domestic Preference	ce		
(including but not limite specific purchase order Region 10 ESC or any Ec	ed to iron, aluminum, steel, cement, and c	number of goods, products, and/or materials other manufactured products) being used for roduced in the United States upon request to ntract with federal funds.	
	(Initials of Authorized Representative)		
13. Prohibition on Cert	ain Telecommunications and Video Surve	eillance Services or Equipment	
Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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 from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 are also prohibited.			
Does vendor agree?	P.S.		
	(Initials of Authorized Representative)		
14. General Compliance	e and Cooperation with Participating Age	encies:	

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? _	P.S.	
	(Initials of Authorized Repre	sentative)
15. Applicability to Su	ıbcontractors	
Offeror agrees that all conditions.	·	to the Contract shall be bound by the foregoing terms and
Does vendor agree? _	P.S.	
	(Initials of Authorized Repre	sentative)
· -	<u>-</u>	chis form is true, complete, and accurate and that I am and all consents and agreements contained herein.
Vestis Services; LLC		
Company Name E-SIGNED by Pa on 2024-12-13 10	aul Schmid :55:17 GMT	_
Signature of Authorize	ed Company Official	
Paul Schmid		_
Printed Name		
Regional Vice Pre	sident	
Title		
December 13, 202	24	_
Date		

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), 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.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier 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.

Does Respondent agree?	P.S.
(Initials of Authorized Representative)	
For Contracts Entered into After Augus	st 1, 2017 Under a Major Disaster or Emergency Declaration
In compliance with section 1225 of the	e Disaster Recovery Reform Act of 2018, the participating agency, and the
Winning Supplier acknowledge and ag	ree that no language in this contract is intended to prohibit audits or
internal reviews by the FEMA Adminis	trator or the Comptroller General of the United States."
Does Respondent agree?	P.S.
(Initials of Authorized Representative)	
,	

2. Changes

of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.
Does Respondent agree? P.S. (Initials of Authorized Representative)
3. Use of DHS Seal, Logo, and Flags
The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
Does Respondent agree? P.S. (Initials of Authorized Representative)
4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding
This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
Does Respondent agree? P.S. (Initials of Authorized Representative)
5. No Obligation by Federal Government
The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies 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.
Does Respondent agree? P.S. (Initials of Authorized Representative)
6. Program Fraud and False or Fraudulent Statements or Related Acts
The Winning Supplier 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.
Does Respondent agree? P.S. (Initials of Authorized Representative)
7. Affirmative Socioeconomic Steps
If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplu area firms are used when possible.
Does Respondent agree? P.S. (Initials of Authorized Representative)
8. License and Delivery of Works Subject to Copyright and Data Rights

FEMA recommends that all contracts include a changes clause 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

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? ____ P.S. (Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

E-SIGNED by Paul Schmid	Docombor 12, 2024	
on 2024-12-13 10:55:49 GMT	December 13, 2024	
Signature of Respondent	Date	

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	Vestis Services; LL	С		
Street:	1035 Alpharetta Si	t; Suite 2100		
City, State, Zip Code:	Roswell, GA 30075	5		
Complete as approprie	ate:			
<i>I</i>		, certify that I am the sole	e owner of	
			nd the business is not incorporated,	
and the provisions of N	N.J.S. 52:25-24.2 do n	ot apply.		
OR:				
I		, a partner in	, do hereby	
corporation who own a stockholders is itself a	by certify that the fo 10% or more of its sto corporation or partn 0% or more of the co	, an authorized represent llowing is a list of the names and ock of any class. I further certify ership, that there is also set fort	d addresses of all stockholders in the	
(Note: If there are no	partners or stockho	lders owning 10% or more inter	rest, indicate none.)	
Name	Ad	ldress	Interest	
Corvex Management L	.P 667 Madis	on Ave, New York, NY 10065	12.9%	
BlackRock, Inc	50 Hudson	Yards, New York, NY 10001	10.6%	
my knowledge and bel	lief.	formation contained herein, are	complete and correct to the best of	
E-SIGNED by F			December 13, 2024	
on 2024-12-13 10			·	
Authorized Signature	thorized Signature and Title Date			

Company Name: Vestis Services; LLC Street: 1035 Alpharetta St; Suite 2100 City, State, Zip Code: Roswell, GA 30075 State of New Jersey No county of Pender in the County of LArcaster, state of South Carolina age, being duly sworn according to law on my oath depose and say that: I am the National Account Executive of the firm of Vestus & Company Name the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent 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 proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work. 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 Vestis Services; LLC Authorized Signature & Title Company Name Subscribed and sworn before me Notary Public of New Jersey My commission expires 4/5, 20 26

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

SEAL

PROPOSAL FORM 17	: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)		
Company Name:	Vestis Services; LLC		
Street:	1035 Alpheretta St; Suite 2100		
City, State, Zip Code: Roswell, GA 30075			
Bid Proposal Certificat	ion:		
Indicate below your co	mpliance with New Jersey Affirmative Action regulations. Your pr	oposal will be accepted	
even if you are not in c	ompliance at this time. No contract and/or purchase order may b	e issued, however, until	
all Affirmative Action re	equirements are met.		
Required Affirmative A	Action Evidence:		
Procurement, Professio	nal & Service Contracts (Exhibit A)		
Vendors must submit w	vith proposal:		
1. A photo co	py of their <u>Federal Letter of Affirmative Action Plan Approval</u>		
OR			
2. A photo co	py of their <u>Certificate of Employee Information Report</u>		
OR			
3. A complete	Affirmative Action Employee Information Report (AA302)		
<u>Public Work – Over \$5</u>	0,000 Total Project Cost:		
A. No approved Feder	al or New Jersey Affirmative Action Plan. We will complete Repo	rt FormN/A	
AA201-A upon receipt j	from the Harrison Township Board of Education		
B. Approved Federal o	or New Jersey Plan – certificate enclosed	N/A	
I further certify that the my knowledge and beli	e statements and information contained herein, are complete and ef.	d correct to the best of	
E-SIGNED by F	Paul Schmid	D	
on 2024-12-13 1	0:56:04 GMT	December 13, 2024	
Authorized Signature o	and Title	Date	

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 <u>Subchapter 10 of the Administrative Code (NJAC</u>
<u>17:27)</u> .

Signature of Procurement Agent

PROPOSAL FORM 18: C. 27I 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 is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html).

- 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 https://www.state.nj.us/dca/divisions/dlgs/programs/pay 2 play.html 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) 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- <u>THIS IS NOT APPLICABLE</u> 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:

- 1. any State, county, or municipal committee of a political party
- 2. any legislative leadership committee*
- 3. any continuing political committee (a.k.a., political action committee)
- 4. any candidate committee of a candidate for, or holder of, an elective office:
- 1. of the public entity awarding the contract
- 2. of that county in which that public entity is located
- 3. of another public entity within that county
- 4. 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:

- 5. 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
- 6. all principals, partners, officers, or directors of the business entity or their spouses
- 7. any subsidiaries directly or indirectly controlled by the business entity
- 8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vend	lor Name	: Vestis Service	s; LLC			
Addr	ess: 10	35 Alpharetta St;	Suite 2100			
City:	Roswe	II	State: GA	Zip: 30075		
	iance wit	•	d to certify, hereby certif f <u>N.J.S.A.</u> 19:44A-20.26 a		•	•
Signat	ure		Printed Name		 Title	_
_		bution Disclosure				
the go	vernmer	t entities listed or	er election cycle) over the the form provided by th ovided in electronic form	e local unit.	submission to th	e committees of
Cont	ributor N	lame	Recipient Na	me	Date	Dollar Amount
THIS	IS NOT A	PPLICABLE				\$
 						

Check here if the information is continued on subsequent page(s)

Continuation Page C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Required Pursuant To N.J.S.A. 19:44A-20.26 Page ____ of ____

Vendor	Name:
--------	-------

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:			
X I certify that the list below contains			ockholders holding 10% or
more of the issued and outstanding st	ock of the und	ersigned.	
0	R		
\square I certify that no one stockholder o	wns 10% or me	ore of the issued and outst	anding stock of the
undersigned.			ariang stock of the
Check the box that represents the type of	f business orga	anization:	
Partnership		prietorship	☐ Limited Liability
	Limited	Partnership	Partnership
☐ Corporation	X Limited	Liability	☐ Subchapter S
	Corporation		Corporation
Sign and notarize the form below, and, if	necessary, cor	mplete the stockholder list	below.
Stockholders:			
Name:		Name:	
Corvex Management		Hume.	
- Control Management			
Home Address:		Home Address:	
667 Madison Avenue			
New York, NY 10065			
Name:		Name:	
BlackRock, Inc		Name.	
biacknock, inc			
Home Address:		Home Address:	
50 Hudson Yards			
New York, NY 10001			
Name:		Name:	
Home Address:		Home Address:	
Subscribed and sworn before me this 12	day of	Acoras Sch	holes
December, 202.4	_uay or	(Affiant)	7
10		(Alliant)	National Account
(Notary Public) Now Poll sur	SH R. D.	(Affiant) Jason Schafer	Executive
J. green Lilly	MESH R. PARAMA	Print name & title of affia	
My Commission AxBiren Expires	4. 1	1	•
(Notary Public) Nover Public Nov 7, 2029		corporate Seal)	
Nov 7, 2029	PUBLIC AS	7	
NAME OF THE PARTY	BURG COUNTER		
~,	William Co.		





REQUEST FOR PROPOSAL #R10-1174 FOR: Uniforms, Linens and Facility Products, Services and Solutions

November 8, 2024

Section Three:

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

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SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at *Education Service Center*, *Region 10, 400 E Spring Valley Rd, Richardson, TX 75081*

WHEREAS, the Parties agree to include the exceptions or deviations from these terms, conditions, and specifications which are listed on page 75, Form 20; and it is further agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 <u>Customer Support</u>: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 Term: The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 <u>Compliance</u>: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 <u>Vendor's promise</u>: Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 <u>Vendor contract documents</u>: Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 <u>Form of contract</u>: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 <u>Assignment of Contract</u>: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 <u>Contract Alterations</u>: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

- 4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.7 <u>Supplemental Agreements</u>: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

- 5.1 <u>Cancellation for cause</u>: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.
- 5.2 <u>Delivery/Service failures</u>: Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time:
 - **v.** Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - **vi.** Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.

5.3 <u>Force Majeure</u>: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.4 <u>Cancellation for convenience</u>: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 <u>Duty to keep current license</u>: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 <u>Suspension or Debarment</u>: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 <u>Survival Clause</u>: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 <u>Delivery</u>: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

- specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.
- 7.2 <u>Inspection & Acceptance:</u> If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 <u>Responsibility for supplies tendered:</u> Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 <u>Additional charges:</u> Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 <u>Buyer's delays:</u> Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 <u>Payments</u>: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 <u>Tax Exempt Status</u>: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 - PRICING

- 9.1 <u>Market competitive guarantee</u>: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 <u>Price increase</u>: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
 - Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.
 - It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.
- 9.3 <u>Additional Charges</u>: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 Price reduction and adjustment: Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 <u>Prevailing Wage</u>: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 <u>Administrative Fees</u>: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 <u>Price Calculation</u>: Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

10.1 Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 <u>Current products</u>: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 <u>Discontinued products</u>: If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products

- and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 <u>Product line</u>: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 <u>Warranty conditions</u>: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 <u>Buy American requirement</u>: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 <u>Domestic preference:</u> Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 - SITE REQUIREMENTS

- 12.1 <u>Cleanup</u>: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 <u>Site Preparation</u>: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 Registered sex offender restrictions: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 <u>Safety measures</u>: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 <u>Smoking/Tobacco</u>: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

- 12.6 Stored materials: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
 - Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 <u>Maintenance Facilities and Support</u>: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 <u>Funding Out Clause</u>: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
 - "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 <u>Disclosures</u>: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
 - 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 <u>Indemnity</u>: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 13.4 <u>Franchise Tax</u>: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 <u>Marketing</u>: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 <u>Insurance</u>: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
 - 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
 - 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 <u>Subcontracts/Sub Contractors</u>: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
 - 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
 - 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 <u>Legal Obligations</u>: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama State of Hawai		State of Massachusetts	State of New	State of South	
			Mexico	Dakota	
State of Alaska	State of Idaho	State of Michigan	State of New	State of	
			York	Tennessee	
State of Arizona	State of Illinois	State of Minnesota	State of North	State of Texas	
			Carolina		
State of Arkansas	State of Indiana	State of Mississippi	State of North	State of Utah	
			Dakota		
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	State of Virginia	
			Oklahoma		
State of	State of	State of Nebraska	State of Oregon	State of	
Connecticut	Kentucky			Washington	
State of Delaware	State of	State of Nevada	State of	State of West	
	Louisiana		Pennsylvania	Virginia	
State of Florida	State of Maine	State of New	State of Rhode	State of Wisconsin	
		Hampshire	Island		
State of Georgia	State of	State of New Jersey	State of South	State of Wyoming	
	Maryland		Carolina		
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 and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR	CITY OF BURNS, OR
CITY OF ADAIR VILLAGE, OR	CITY OF CANBY, OR
CITY OF ASHLAND, OR	CITY OF CANYONVILLE, OR
CITY OF AUMSVILLE, OR	CITY OF CLATSKANIE, OR
CITY OF AURORA, OR	CITY OF COBURG, OR
CITY OF BAKER, OR	CITY OF CONDON, OR
CITY OF BATON ROUGE, LA	CITY OF COQUILLE, OR
CITY OF BEAVERTON, OR	CITY OF CORVALLI, OR
CITY OF BENID, OD	CITY OF CODVALUE DADKS

CITY OF BEND, OR CITY OF CORVALLIS PARKS AND RECREATION

CITY OF BOARDMAN, OR DEPARTMENT, OR

CITY OF BONANAZA, OR CITY OF COTTAGE GROVE, OR

CITY OF BOSSIER CITY, LA CITY OF DONALD, OR CITY OF BROOKINGS, OR CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR CITY OF GOLD HILL, OR CITY OF GRANTS PASS. OR CITY OF GRESHAM, OR CITY OF HILLSBORO, OR CITY OF INDEPENDENCE, OR CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA CITY OF LAKE CHARLES, OR CITY OF LEBANON, OR CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE, LA CITY OF MOSIER, OR CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF POWERS, OR CITY OF PRINEVILLE, OR CITY OF REDMOND, OR CITY OF REEDSPORT, OR CITY OF RIDDLE, OR CITY OF ROGUE RIVER, OR CITY OF ROSEBURG, OR CITY OF SALEM, OR CITY OF SANDY, OR CITY OF SCAPPOOSE, OR CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT, LA CITY OF SILVERTON, OR CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR CITY OF TROUTDALE, OR CITY OF TUALATIN, OR CITY OF WALKER, LA

CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR LEAGUE OF OREGON CITES THE CITY OF HAPPY VALLEY OREGON ALPINE, UT Page | 7

ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT

AMERICAN FORK CITY, UT

ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT

BEAVER, UT BICKNELL, UT BIG WATER, UT BLANDING, UT BLUFFDALE, UT BOULDER, UT

CITY OF BOUNTIFUL, UT BRIAN HEAD, UT

BRIGHAM CITY CORPORATION, UT

BRYCE CANYON CITY, UT CANNONVILLE, UT CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT

CITY OF CEDAR HILLS, UT

CENTERFIELD, UT

CENTERVILLE CITY CORPORATION, UT

CENTRAL VALLEY, UT CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON, UT CLAWSON, UT CLEARFIELD, UT CLEVELAND, UT

CLINTON CITY CORPORATION, UT

COALVILLE, UT CORINNE, UT CORNISH, UT

COTTONWOOD HEIGHTS, UT

DANIEL, UT DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT

EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT

ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT **FAYETTE, UT** FERRON, UT FIELDING, UT FILLMORE, UT

FOUNTAIN GREEN, UT FRANCIS, UT FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE, UT

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

HATCH, UT

CITY OF HURRICANE, UT HYDE PARK, UT

HYRUM, UT

HUNTSVILLE, 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

LEWISTON, UT LINDON, UT LOA, UT LOGAN CITY, UT LYMAN, UT LYNNDYL, UT MANILA, UT MANTI, UT MANTUA, UT MAPLETON, UT

LEVAN, 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 SOUTH OGDEN, UT

PARADISE, UT CITY OF SOUTH SALT LAKE, UT

PARAGONAH, UT

PARK CITY, UT

PAROWAN, UT

PAYSON, UT

PERRY, UT

PLAIN CITY, UT

SOUTH WEBER, UT

SPANISH FORK, UT

SPRING CITY, UT

SPRINGDALE, UT

SPRINGVILLE, UT

STERLING, UT

PLEASANT GROVE CITY, UT

PLEASANT VIEW, UT

PLYMOUTH, UT

PORTAGE, UT

PRICE, UT

STOCKTON, UT

SUNNYSIDE, UT

SUNSET CITY CORP, UT

SYRACUSE, UT

TABIONA, UT

PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT

CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT

REDMOND, UT TORREY, UT

RICHFIELD, UT

RICHMOND, UT

RIVERDALE, UT

RIVER HEIGHTS, UT

RIVERTON CITY, UT

ROCKVILLE, UT

ROCKY RIDGE, UT

TREMONTON CITY, UT

TRENTON, UT

TROPIC, UT

UINTAH, UT

VERNAL CITY, UT

VERNON, UT

VINEYARD, UT

ROOSEVELT CITY CORPORATION, UT

ROY, UT

WALES, UT

WALES UT

RUSH VALLEY, UT

CITY OF ST. GEORGE, UT

WASHINGTON TERRACE, UT

WASHINGTON TERRACE, UT

SALEM, UT WASHINGTON TERRACE, UT SALINA, UT WELLINGTON, UT SALT LAKE CITY CORPORATION, UT WELLSVILLE, UT

SANDY, UT WENDOVER, UT
SANTA CLARA, UT WEST BOUNTIFUL, UT
SANTAQUIN, UT WEST HAVEN, UT
SARATOGA SPRINGS, UT WEST JORDAN, UT

SCIPIO, UT WEST POINT, UT
SCOFIELD, UT WEST VALLEY CITY, UT

SCOPIELD, UT

SIGURD, UT

SMITHFIELD, UT

WEST VALLEY CITY, UT

WILLARD, UT

WOODLAND HILLS, UT

SNOWVILLE, UT WOODRUFF, UT
CITY OF SOUTH JORDAN, UT WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA COOS COUNTY HIGHWAY DEPARTMENT, OR

ASCENSION PARISH, LA, CLEAR OF COURT COUNTY OF HAWAII, OR CADDO PARISH, LA CROOK COUNTY, OR

CALCASIEU PARISH, LA CROOK COUNTY ROAD DEPARTMENT, OR

CALCASIEU PARISH SHERIFF'S OFFICE, LA

CURRY COUNTY, OR

CITY AND COUNTY OF HONOLULU, HI

CLACKAMAS COUNTY, OR

DOUGLAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR EAST BATON ROUGE PARISH, LA

CLATSOP COUNTY, OR GILLIAM COUNTY, OR COLUMBIA COUNTY, OR GRANT COUNTY, OR COOS COUNTY, OR HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR

HAWAII COUNTY, HI HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA

JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA

LAFAYETTE PARISH, LA

LAFAYETTE PARISH CONVENTION & VISITORS

COMMISSION

LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, HI

MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND COMMUNITY

SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR

MULTNOMAH LAW LIBRARY, OR ORLEANS PARISH, LA PLAQUEMINES PARISH, LA

POLK COUNTY, OR RAPIDES PARISH, LA SAINT CHARLES PARISH, LA

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA

SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR

UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR

WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA

WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT

COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT

COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT

COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR

BATON ROUGE WATER COMPANY

BEND METRO PARK AND RECREATION DISTRICT BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA BOARDMAN PARK AND RECREATION DISTRICT CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

CITY OF BOGALUSA SCHOOL BOARD, LA

CLACKAMAS RIVER WATER

CLATSKANIE PEOPLE'S UTILITY DISTRICT

CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN

RESERVATION

COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA

EUGENE WATER AND ELECTRIC BOARD HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74

HOUSING AUTHORITY OF PORTLAND

ILLINOIS VALLEY FIRE DISTRICT

LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION

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LOUISIANA PUBLIC SERVICE COMMISSION, LA

LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT

METRO REGIONAL PARKS

METROPOLITAN EXPOSITION RECREATION

COMMISSION

METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR

PORT OF BRANDON, OR PORT OF MORGAN CITY, LA

PORTLAND DEVELOPMENT COMMISSION, OR

PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR

OREGON COAST COMMUNITY ACTION

OREGON HOUSING AND COMMUNITY SERVICES

OREGON LEGISLATIVE ADMINISTRATION

ROGUE VALLEY SEWER, 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 MASS TRANSIT DISTRICT

SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA

SOUTH LAFOURCHE LEVEE DISTRICT, LA

TRI-COUNTY METROPOLITAN TRANSPORTATION

DISTRICT OF OREGON

TUALATIN HILLS PARK & RECREATION DISTRICT

TUALATIN VALLEY FIRE & RESCUE TUALATIN VALLEY WATER DISTRICT

WILLAMALANE PARK AND RECREATION DISTRICT

WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT

CANBY SCHOOL DISTRICT

CANYONVILLE CHRISTIAN ACADEMY

CASCADE SCHOOL DISTRICT

CASCADES ACADEMY OF CENTRAL OREGON

CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9

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

CORVALLIS SCHOOL DISTRICT 509J

DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE

DUFUR SCHOOL DISTRICT NO.29

EAST BATON ROUGE PARISH SCHOOL DISTRICT

ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL

GLADSTONE SCHOOL DISTRICT

GRANTS PASS SCHOOL DISTRICT 7

GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT

HEAD START OF LANE COUNTY

HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT

HOOD RIVER COUNTY SCHOOL DISTRICT

JACKSON CO SCHOOL DIST NO.9

JEFFERSON COUNTY SCHOOL DISTRICT 509-J

JEFFERSON PARISH SCHOOL DISTRICT

JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR

KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT

LINN CO. SCHOOL DIST. 95C

LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 MARION COUNTY SCHOOL DISTRICT 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

GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT

INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT

ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT

JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT

KARL G MAESER PREPARATORY ACADEMY, UT

LAKEVIEW ACADEMY, UT

LEGACY PREPARATORY ACADEMY, UT

LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT

MERIT COLLEGE PREPARATORY ACADEMY, UT

MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT

NEBO SCHOOL DISTRICT, UT

NO UT ACAD FOR MATH ENGINEERING & SCIENCE

(NUAMES), UT

NOAH WEBSTER ACADEMY, UT

NORTH DAVIS PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT

NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT

ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT

OPEN CLASSROOM, UT

OPEN HIGH SCHOOL OF UTAH, UT

OQUIRRH MOUNTAIN CHARTER SCHOOL, UT

PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT

QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT

ROCKWELL CHARTER HIGH SCHOOL, UT

SALT LAKE ARTS ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE EDUCATION, UT

SALT LAKE SCHOOL DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT

SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT

SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT

SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT

THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT

TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,

UT

UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT

UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT

VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS

AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT

WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT

WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE

CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY

KLAMATH COMMUNITY COLLEGE DISTRICT

LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE

LINN-BENTON COMMUNITY COLLEGE

LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY

LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY

MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY

OREGON 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

STATE AGENCIES

ADMIN. SERVICES OFFICE

BOARD OF MEDICAL EXAMINERS

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION

HAWAII HEALTH SYSTEMS CORPORATION

OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OFFICE OF THE STATE TREASURER

OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION

OREGON DEPARTMENT OF EDUCATION

OREGON DEPARTMENT OF FORESTRY

OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION

OREGON LOTTERY

OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING

OREGON STATE DEPT OF CORRECTIONS

OREGON STATE POLICE

OREGON TOURISM COMMISSION

OREGON TRAVEL INFORMATION COUNCIL

SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU

SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII

STATE OF HAWAII

STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA

STATE OF LOUISIANA DEPT. OF EDUCATION

STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY

STATE OF UTAH

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

Proposal Form 20: EXCEPTIONS TO TERMS

R10-1174 FOR: Uniforms, Linens and Facility Products, Services and Solutions

The following exceptions have been mutually agreed between Region 10 ESC and Vestis (Company):

- 1. Article 5.1 and 5.2. Cancellation for Cause. Company requests at least 60 days to cure any deficiencies prior to termination.
- 2. If Member breaches the Agreement or terminates the Agreement early, other than in accordance with Articles 5.1 or 5.2, Member shall pay Company as liquidated damages (intended as a good faith pre-estimate of the actual damages Company would incur and not as a penalty) for each and every location so terminated, an amount equal to the greater of (a) fifty percent (50%) of the average weekly charges at such location(s) during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all rental Merchandise being provided to Member at such location(s) at the then current replacement rate.
- 2. Article 9.3. Company requests a 3% increase in pricing each year with no allowance for off-schedule increases. Vestis must provide Region 10 with an updated price file reflecting the yearly price update at least 30 days prior to the increase taking effect
- 3. Article 13.5 Any marketing with Company's logo should be approved by Company.
- 4. The following language shall be added to the Agreement:
- "Notwithstanding anything in the Agreement to the contrary, Member is responsible for determining that any flame resistant garments ("FR Garments") provided by Company are appropriate for the intended use of Member and its employees and assumes the risks associated with the use of FR Garments supplied. Vestis does not provide any warranty that the FR Garments provided are fit for any particular purpose and shall not be liable (and no indemnifications will apply) for any loss, injury, or death arising out of, or in any way related to, the use or misuse of any FR Garment, except to the extent such loss, injury or death is due to the willful misconduct or negligence of the Company or its agents or employees."
- 5. In the event Region 10 terminates the Agreement for any reason, this shall not affect the agreements between Vestis and any Member, in accordance with Article 6.3 of the General Terms and Conditions.

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

	Respondent	agrees	to	all	terms	and	conditions	outlined	in	each	of	the	Administratio
_	Agreement.												

Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

X We acknowledge Region 10 ESC's Public Infowith this proposal, or any part of our proposal, (Note: All information believed to be a trade secret or proposuch information, in strict accordance with the instructions released, if requested under the Public Information Act.)	is exempt from disclosure under the Public Inf rietary must be listed below. It is further understood tha	ormation Act. t failure to identify
We declare the following information to be the Public Information Act.	a trade secret or proprietary and exempt from	disclosure under
(Note: Respondent must specify page-by-page and line-by- Respondent must specify which exception(s) are applicable		
December 13, 2024	E-SIGNED by Paul Schmid on 2024-12-13 10:56:20 GMT	Regional Vice President
Date	Authorized Signature & Title	

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	<u>Vestis Services; LLC</u>
Address	1035 Alpharetta St; Suite 2100
City/State/Zip	Roswell, GA 30075
Telephone No.	<u>1-866-837-8471</u>
Fax No.	<u>N/A</u>
Email address	Paul.schmid@vestis.com
Printed name	Paul Schmid
Position with company	Regional Vice President
Authorized signature	E-SIGNED by Paul Schmid on 2024-12-13 10:56:24 GMT
Term of contract March 1	. 2025 to <u>February 28, 2028</u>
	racts are for a period of three (3) years with an option to renew annually for an to by Region 10 ESC. Vendor shall honor all administrative fees for any sales ther renewed or not.
Richt Min	04/30/2025
Region 10 ESC Authorized Agent	Date
Dr. Rickey Williams	
Print Name	
qualis Group Contract Number	R10-1174A



Did you sign the vendor contract and signature form? <u>If not, your Proposal will</u> <u>be rejected.</u>

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

Vestis Executed Contract R10-1174A v.3

Final Audit Report 2025-04-30

Created: 2025-04-30

By: Clint Pechacek (clint.pechacek@region10.org)

Status: Signed

Transaction ID: CBJCHBCAABAAtynbZ_OnTUwtcBAie26fX4FxTuO_qev8

"Vestis Executed Contract R10-1174A v.3" History

Document created by Clint Pechacek (clint.pechacek@region10.org) 2025-04-30 - 3:22:59 PM GMT- IP address: 209.152.7.50

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Document e-signed by Rickey Williams (rickey.williams@region10.org)

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