EXHIBIT
"A"

CITY OF ROUND ROCK AGREEMENT FOR CUSTODIAL SUPPPLIES AND EQUIPMENT WITH MATERA PAPER COMPANY

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	**KNOW ALL BY THESE PRESENTS:**
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS AGREEMENT for the purchase of custodial supplies and equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2021 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and MATERA PAPER COMPANY, whose offices are located at 13500 Immanuel Road, Pflugerville, Texas 78660 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, custodial supplies and equipment, and City desires to procure same from Vendor; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #649-21; and

WHEREAS, City desires to purchase said goods and services from Vendor through Buy Board as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to provide said services. The Agreement includes Vendor's discounts off price list (attached as Exhibit "A").

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate September 30, 2024.

C. Prices shall be firm for the duration of this Agreement. No separate line-item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Five Hundred Sixty Thousand and No/100 Dollars ($560,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

A. Name and address of Vendor;

B. Purchase Order Number;

C. Description and quantity of items received or services provided; and

D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Pam Keltgen
Custodian Supervisor
202 Commerce Boulevard
Round Rock, Texas 78664
(512) 341-3353
pkeltgen@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars ($100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Matera Paper Company
13500 Immanuel Road
Pflugerville, Texas 78660

Notice to City:

City Manager		Stephan L. Sheets, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and

that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Matera Paper Company

By: Brad Merriman Digitally signed by Brad Merriman Date: 2021.11.11 15:34:17 -06'00'
Printed Name: Brad Merriman
Title: Area Manager-North Texas
Date Signed: November 11, 2021

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

4890-1101-1586/ss2

1

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Paper Products and Dispensers** (Roll towels, multi-fold towels, tissue, similar related products).

Total: 20%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

2

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Chemicals.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 15%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

3

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Cleaning Supplies.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 20%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

4

Section I: Equipment, Products, and Supplies- Discount (%) off catalog/pricelist for **Custodial Chemical Dispensing Systems.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 100%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

5

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Floor Maintenance and Custodial Equipment.**

Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 20%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

6

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Soap and Skincare Products.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 15%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

7

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Trash Receptacles.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 15%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

8

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Can Liners.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 20%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

9

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Disposable Food Service and Breakroom Supplies.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 15%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

10

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Custodial Safety Products.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 15%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

11

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Floor Mats.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 15%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

12

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Repair Parts for Floor Maintenance and Custodial Equipment.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 15%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

13

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **All Other Custodial Products.** Catalog/Pricelist MUST be submitted or proposal will not be considered.

Total: 15%

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

BUYBOARD CATALOG 2021

14

Section II: Installation and Repair Service - **Hourly Labor Rate for Installation/Repair Service of Custodial Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hour Price: $65.00 Total: $65.00

15

Section III: Evaluation Items - Specified Brand: Ajax, **Full Description and Unit of Measure:** Oxygen Bleach Cleansing Powder, abrasive type scouring cleaner, 30/21 oz. cans per case, CASE PRICE.

Unit Price: $29.02 Total: $29.02

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

AJAX

16

Section III: Evaluation Items - **Specified Brand:** Johnson Wax; **Full Description and Unit of Measure:** Furniture Polish, lemon scented, 12 - 15 oz. Containers per case, CASE PRICE.

Unit Price: $44.88 Total: $44.88

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

JOHNSON WAX

2. *Attribute deleted as part of an Addendum*

17

Section III: Evaluation Items - **Specified Brand:** Rubbermaid; **Full Description and Unit of Measure:** Plastic Broom, 1 dozen per carton, UNIT PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - Specified Brand: Rubbermaid, Full Description and Unit of Measure: Plastic Broom, 1 dozen per carton, UNIT PRICE.

Unit Price: $54.51 Total: $54.51

Item Attributes

1. Specified Brand

ABCO PRODUCTS-BR1024MH

18

Section III: Evaluation Items - **Specified Brand:** Rubbermaid; **Full Description and Unit of Measure:** Dust Pan, lobby-type, strong aluminum long handle that swings freely or snap-locks into upright position, UNIT PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - Specified Brand: Rubbermaid, Full Description and Unit of Measure: Dust Pan, lobby-type, strong aluminum long handle that swings freely or snap-locks into upright position, UNIT PRICE.

Unit Price: $8.12 Total: $8.12

Item Attributes

1. Specified Brand

ABCO PRODUCTS DP00204EH

19

Section III: Evaluation Items - **Specified Brand:** Wilen; **Full Description and Unit of Measure:** Wet Mop Head, medium, 20 oz., 4 ply, rayon and synthetic blend yarn, quick dry to resist mildew and bacteria growth, pre-shrunk looped end with tailband, 5" wide head band, blue color yarn, and headband labeled, DOZEN PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - **Specified Brand:** Wilen; **Full Description and Unit of Measure:** Wet Mop Head, medium, 20 oz., 4 ply, rayon and synthetic blend yarn, quick dry to resist mildew and bacteria growth, pre-shrunk looped end with tailband, 5" wide head band, blue color yarn, and headband labeled, DOZEN PRICE.

Unit Price: $42.05 Total: $42.05

Item Attributes

1. Specified Brand

ABCO PRODUCTS CLM303SWG

20

Section III: Evaluation Items - **Specified Brand:** Rubbermaid, **Full Description and Unit of Measure:** Mop Bucket, heavy duty, 26-quart, plastic yellow mop bucket on 3" casters, UNIT PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - Specified Brand: Rubbermaid; **Full Description and Unit of Measure:** Mop Bucket, heavy duty, 26-quart, plastic yellow mop bucket on 3" casters, UNIT PRICE.

Unit Price: $40.51 Total: $40.51

Item Attributes

1. Specified Brand

CARLISLE 3690804

21

Section III: Evaluation Items - **Specified Brand:** Rubbermaid; **Full Description and Unit of Measure:** Mop Wringer, plastic, down-press, to fit 16-24 oz. mops, UNIT PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - **Specified Brand:** Rubbermaid; **Full Description and Unit of Measure:** Mop Wringer, plastic, down-press, to fit 16-24 oz. mops, UNIT PRICE.

Unit Price: $32.36 Total: $32.36

Item Attributes

1. Specified Brand

CARLISLE 36908W04

22

Section III: Evaluation Items - **Specified Brand:** Continental; **Full Description and Unit of Measure:** Wet Floor Sign, yellow, lettered multilingual, UNIT PRICE.

Unit Price: $9.72 Total: $9.72

Item Notes:

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Item Attributes

1. Specified Brand

CONTINENTAL

23

Section III: Evaluation Items - **Specified Brand:** Spartan; **Full Description and Unit of Measure:** Porcelain Bowl Cleaner, non-acid, 12 - 32 oz. containers per case, CASE PRICE.

Unit Price: $18.76 Total: $18.76

Item Notes:

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Item Attributes

1. Specified Brand

SPARTAN

24

Section III: Evaluation Items - **Specified Brand:** Johnson Wax; **Full Description and Unit of Measure:** Glass Cleaner, 4 - 1-gallon containers per case, CASE PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

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Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - **Specified Brand:** Johnson Wax; **Full Description and Unit of Measure:** Glass Cleaner, 4 - 1-gallon containers per case, CASE PRICE.

Unit Price: $26.25 Total: $26.25

Item Attributes

1. Specified Brand

SPARTAN 3262-4

25

Section III: Evaluation Items - **Specified Brand:** ABC; **Full Description and Unit of Measure:** Gum Remover, aerosol, 12 oz., 12/case, CASE PRICE.

No Bid

Item Notes:

THE EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED AND/OR AN ALTERNATE PRODUCT. All 11 items in this section must be completed with the Proposal Specifications for the Proposal to be considered. Equal alternates may be submitted only if Vendor does not sell the specific product listed. The information provided will only be used for purposes of assisting in the evaluation of Vendors' price competitiveness. These items will not be individually awarded.

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s) (vacuum equipment only, paper products only, etc.). The Cooperative may determine, in its sole discretion, whether or not to exempt Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specified Brand

No response

Alternate 1

Section III: Evaluation Items - **Specified Brand:** ABC; **Full Description and Unit of Measure:** Gum Remover, aerosol, 12 oz., 12/case, CASE PRICE.

Unit Price: $41.82 Total: $41.82

Item Attributes

1. Specified Brand

CHASE CL813

Response Total: $413.00