

Participating Addendum Number **PO-10700-00047792** for
Facilities MRO and Industrial Supplies

Between **State of Oregon** and
HD Supply Facilities Maintenance, Ltd.



Participating Addendum Number PO-10700-00047792
for
Facilities MRO and Industrial Supplies
between
State of Oregon
and
HD Supply Facilities Maintenance, Ltd.

This Participating Addendum ("Addendum") is entered into by the State of Oregon ("Participating Entity"), acting by and through the Department of Administrative Services, State Procurement Services ("DAS"), on behalf of State Agencies and ORCPP members (each, a "Purchasing Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number MA 758 2500000415, effective September 1, 2024, between Contractor and the Commonwealth of Kentucky ("Lead State") for Facilities MRO and Industrial Supplies ("Master Agreement").

HD Supply Facilities Maintenance, Ltd. ("Contractor")
3400 Cumberland Boulevard, S.E.
Atlanta, GA 30339

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Addendum
is:

Vasanti Subramanian
Strategic Account Executive
vasanti.subramanian@hdsupply.com
470-586-6337

Participating Entity's contact for this
Addendum is:

Kaliska King, CPPB, OPBC
Procurement Analyst
P: 503-798-1907
E: Kaliska.king@das.oregon.gov

II. DEFINITIONS.

- a. Promotional Products.** Products offered at less than Contractor's list price on a temporary basis as identified by a source code and is coded as a promotional Product in Contractor's system. Promotional Product will be in addition to the percentage off in the Master Agreement.
- b. Qualifying Sales.** All invoiced purchases of Products by a Purchasing Entity, excluding the following: products and services in categories not awarded under the Master Agreement, returns, invoices unpaid by the applicable invoice due date or paid with any fee-bearing payment method such as a credit card, and purchases of items sold through The Home Depot retail stores (in-store and online), installation services, Promotional Products, Special Orders, and third-party contractor sales.
- c. Special Orders.** Products not listed on Contractor's website and which are shipped directly from the Product manufacturer.

PARTICIPATING ADDENDUM #PO-10700-00047792

- III. TERM.** This Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Addendum is terminated sooner in accordance with the terms set forth herein.
- IV. PARTICIPATION AND USAGE.** This Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Addendum. If Contractor becomes aware that an entity's use of this Addendum is not authorized, Contractor will notify DAS, Participating Entity and NASPO ValuePoint to initiate outreach to the appropriate parties. Notwithstanding Section 5.7 of the Master Agreement, neither the State of Oregon nor any Purchasing Entity may participate with Canadian entities under this Addendum.
- V. GOVERNING LAW.** The construction and effect of this Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- VI. SCOPE.** Except as otherwise stated herein, this Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- 1) **Products.** Products in the following four categories, Janitorial, Landscape and Outdoor Equipment, Heating, Ventilation, and Air Conditioning (HVAC), and Category 15 for Appliances (See list in Master Agreement for discounts in appliances) available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities:

Category 15 Other the following exclusions apply:

Electric vehicle charging station and/or installation

Public safety electronic equipment or any first responder electronic equipment drones' maintenance, and parts, Software or SaaS solutions.

In addition, this Master Agreement is not intended to replace or materially overlap in scope with other NASPO ValuePoint contract portfolios, including the following:

[Automatic External Defibrillator \(AED\) and Accessories](#)

[Ground Maintenance Equipment](#)

[Automotive Parts](#)

[Professional Grade Tools and Diagnostic Equipment](#)

[Office Furniture](#)

[Office Supplies](#)

[Audio Video Equipment and Supplies](#)

[Computer Equipment, Peripherals & Related Services](#)

[Multi-Function Devices and Related Software, Services, and Cloud Solutions](#)

[Laboratory Equipment and Supplies](#)

- 2) **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities; provided that such Services shall be performed by

the Contactor, not any third-party. Third-party Services are not allowed in this Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Addendum and the Master Agreement will be resolved in favor of the Addendum. The terms of this Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VII. ORDERS. Purchasing Entities may place Orders under this Addendum by referencing the Addendum Number and the Master Agreement number on an Order. Each Order placed under this Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

Each calendar quarter, Contractor shall calculate an administrative fee equal to two percent (2%) of the Qualifying Sales made under Orders during that quarter. Contractor shall follow the procedures as set forth in: <https://www.oregon.gov/das/procurement/pages/supplier.aspx>

DAS will send Contractor notice of any change to the VSR or VCAF responsibilities.

IX. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery, as set forth in Exhibit No. 4. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth in Exhibit No. 4 and the Order.

X. INFORMATION TECHNOLOGY STANDARDS. Purchasing Entity data, activities, or systems related to an Order may have additional requirements under law, administrative rule, policy, or contract that must be satisfied under an Order. Contractor shall comply with all applicable requirements under law, administrative rule, policy, or contract that relate to the Order. By accepting the Order, Contractor agrees it has an affirmative duty to identify and shall comply with all requirements related to Purchasing Entity data, activities, or systems, including as set forth in an Order, in law or rule, in written policy, or as otherwise provided to Contractor.

XI. ATTACHMENTS. This Addendum includes the following attachments which in the event of a conflict will be interpreted in the following order:

- 1) This Addendum, less its exhibits
- 2) Exhibit No. 1, Participating Entity Modifications and Additions to Master Agreement
- 3) Exhibit No. 4, Federal Terms and Conditions
- 4) Exhibit No. 2, Insurance Requirements

- 5) Exhibit No. 5 Sustainability
- 6) Exhibit No. 3, Contractor Data

XII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Vasanti Subramanian
Strategic Account Executive
vasanti.subramanian@hdsupply.com
470-586-6337

For Participating Entity:

Kaliska King, CPPB, OPBC
Procurement Analyst
Kaliska.king@das.oregon.gov
P: 503-798-1907

XIII. SUBMISSION OF ADDENDUM TO NASPO VALUEPOINT. Contractor shall promptly email a fully executed copy of this Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Addendum.

HD Supply Facilities Maintenance, Ltd.

DocuSigned by:

6083B7EBC778455...
Signature

Bruce Reifsteck

Printed Name

Vice President, Public Sector

Title

5/13/2025

Date

APPROVED BY:

KAREN J. JOHNSON

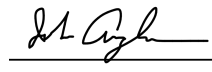
SR ASSISTANT ATTORNEY GENERAL

OREGON DEPARTMENT OF JUSTICE:

Via email dated 05/09/2025

Matter Number: 107090, GF0505-22

State of Oregon, acting by and through
the Department of Administrative Services
State Procurement Services


Signature

John Anglemier

Printed Name

State Procurement Manager

Title

05/22/2025

Date

EXHIBIT NO. 1

Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements

1. Incorporation of Master Agreement. Participating State and Purchasing Entities are intended beneficiaries of the Master Agreement and are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Addendum, subject to the State-Specific Constitutional, Statutory and other requirements set forth herein.

2. Definitions. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. The following terms have the meanings set forth below:

“ORCPP” is the State of Oregon’s Cooperative Purchasing Program. ORCPP members are authorized to use DAS PS statewide agreements. ORCPP members include: State Agencies not subject to DAS PS purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

“State Agency” or “State Agencies” means boards, commissions, departments, or agencies of the State of Oregon, whose costs are paid, in whole or in part from funds held in the State Treasury.

3. Orders.

3.1 Eligible Purchasing Entities. All state agencies under DAS procurement authority and all state agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities that are members of the Oregon Cooperative Purchasing Program (ORCPP), are eligible to acquire Products and Services under this Addendum.

3.2 DAS Purchasing Threshold. Purchasing Entities that are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Purchasing Entities that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

3.3 Verification of Purchasing Entities. Contractor shall verify that it provides Products and Services under this Addendum only to eligible Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx> or by using the Oregon’s eprocurement System OregonBuys at: <https://oregonbuys.gov/bso/>

3.4 Effect of Orders. The State is only liable for purchases under Orders issued by State of

Oregon agencies. Other Purchasing Entities are responsible for any purchases under Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Purchasing Entities or any other entity.

4. Third Party Agreements. To the extent any Products or Services are subject to the provisions of a third-party license agreement, subscription agreement, maintenance and support agreement or any other third-party agreement, Contractor shall provide Purchasing Entity with a copy of any such third-party agreement. Purchasing Entity shall have thirty (30) calendar days to review the agreement. Purchasing Entity may accept the terms of the agreement, reject the terms, or attempt to negotiate the terms with the third-party provider. In the event Purchasing Entity rejects the terms or is unable to come to agreement with the third-party provider, Purchaser Entity may revoke the Order and will be entitled to a full refund of all amounts paid and will not be subject to any early termination fees.

5. Payment Provisions; Expenses. All payments are subject to ORS 293.462. Purchasing Entity will not be obligated to pay any travel expenses unless expressly agreed upon in an Order. Any obligation to pay travel expenses, including transportation, lodging, or meals, is subject to the rates and limitations set under Oregon law. Contracts with the State of Oregon are subject to the rates and limitations of the Statewide Travel Policy, currently found online at: <http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>.

6. Funds available and authorized/non-appropriation. The State of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Order issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Order from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or Order is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Order issued under this Addendum.

7. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum. The warranties set forth the Master Agreement are in addition to, and not in lieu of, any other warranties provided by law. All warranties are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

7.1 DISCLAIMER OF WARRANTY. Notwithstanding the provisions in Section 7 above, Contractor is a reseller of Products only, and as such does not provide any warranty for the Products it supplies hereunder. Notwithstanding this As-Is limitation, Contractor shall pass through to Participating Entity or Purchasing Entity any transferable manufacturer's standard warranties with respect to Products purchased hereunder. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT OR HEREIN AND APPLICABLE TO THE PROVISIONS, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY

CONTRACTOR. PARTICIPATING ENTITY OR PURCHASING ENTITY AND PERSONS CLAIMING THROUGH PARTICIPATING ENTITY OR PURCHASING ENTITY (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF PRODUCTS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE PRODUCTS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. PARTICIPATING ENTITY AND PURCHASING ENTITY, SHALL PASS THESE TERMS AND SUBSEQUENT BUYERS AND USERS OF PRODUCTS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF PRODUCTS, USE, MISUSE, ALTERATION OR MODIFICATION OF PRODUCTS, OR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY PARTICIPATING ENTITY OR PURCHASING ENTITY. CONTRACTOR DOES NOT CERTIFY OR GUARANTEE THAT ANY PRODUCTS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.

7.2 Warranty Solutions. Contractor agrees to provide assistance to any Purchasing Entity with any manufacturer's warranty process through contractor's Warranty Solutions service. Warranty Solutions may be reached via email at fmwarrantysolutions@hdsupply.com or via phone at 1.800.782.4154.

8. Dispute Resolution. Any dispute between the parties under this Addendum that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.

9. Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in the Master Agreement is conditioned on Purchasing Entity providing to Contractor prompt written notification of any claim or potential claim of which Purchasing Entity becomes aware. Contractor shall have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

10. Limitation of Liability; Exclusions. The Participating Entity's or a State Agency Purchasing Entity's indemnification obligations to Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

EXCEPT FOR CONTRACTOR'S INDEMNITY OBLIGATIONS HEREUNDER, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS ADDENDUM, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING \$2 Million.

11. Insurance. Within ten (10) calendar days of the Effective Date, in addition to the insurance required under the Master Agreement, Attachment A, Section XIII, Contractor shall deliver to DAS a certificate evidencing the insurance coverage set forth on Exhibit No. 2. No Orders may be placed or accepted until proof is provided that these requirements have been met. Purchasing Entities may request additional insurance coverage, as necessary.

12. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF AN ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or State agency that arise from or are related to individual Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

13. Remedies. If any Products or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if a Purchasing Entity is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing Products or services, or replace or modify the Products or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Order to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity may terminate the allegedly infringing services and discontinue purchase of the allegedly infringing Products.

14. Term and Termination of Addendum.

14.1 This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

14.2 Termination for Convenience. In addition to its termination rights under the Master Agreement, DAS may terminate this Addendum, in whole or in part, at any time upon thirty (30) Days prior written notice to Contractor.

14.3 Mutual Termination. The Parties may agree to terminate this Addendum upon prior written agreement.

14.4 Effect of Termination of the Addendum on Orders. Termination of this Addendum does not automatically terminate Orders received and in process as of the date of termination of this Addendum. Orders may be placed prior to termination of this Addendum and have a delivery date or performance period up to 120 days past the then-current termination date of this Addendum. No new Orders may be placed after the termination of this Addendum. Termination of this Addendum does not terminate any rights intended to survive termination of the Master Agreement, this Addendum or any Order.

15. Termination of Individual Orders. In addition to its termination rights under the Master Agreement, Purchasing Entity may, at its sole discretion, terminate individual Orders, in whole or in part, upon 30 calendar days written notice to Contractor, or Purchasing Entity and Contractor may mutually agree to terminate an Order at any time by written consent.

16. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Orders, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

17. Compliance with Law.

17.1 General. In addition to the compliance of law provisions of the Master Agreement, Contractor shall use commercially reasonable efforts to ensure compliance with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to Contractor or to the Products or Services ordered under this Addendum or any Order, as may be modified or adopted from time to time. Further, a Purchasing Entity's performance under a Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

17.2 Pay Equity. Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS or Purchasing Entity to terminate this

Addendum or a Order for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

17.3 False Claims. Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Addendum or the Orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

17.4 Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Order.

17.5 Undisclosed Debt; Tax Compliance and Certification. By executing this Addendum, the undersigned certifies under penalty of perjury that, to the best of the individual's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions, and Contractor complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state, and Contractor shall, for the term of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to taxes referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, to Lessor's property, operations, receipts, or income, or to Lessor's performance of or compensation for any work performed by Lessor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, or to Products, services, or property, whether tangible or intangible, provided by Lessor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes and debt due to the State of Oregon or a political subdivision, including (i) garnishing Lessor's compensation under this Lease, or (ii) exercising a right of setoff against Lessor's compensation relating to this Lease for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

18. Security and Data Privacy Laws.

In addition to the confidentiality provisions set forth in the Master Agreement, Contractor and all Contractor employees, contractors, and agents shall comply with all applicable state and federal

laws and regulations governing use and disclosure of a Purchasing Entity's data and access to its networks and information assets, including as those laws, and regulations, may be updated from time to time. Contractor shall affirmatively identify and shall comply with all requirements related to Purchasing Entity data, activities, or systems. Applicable laws, and regulations, include but are not limited to:

- The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628. Otherwise provided to Contractor

19. Application of Public Records Law. Participating State or Purchasing Entity's obligations of confidentiality, if any, are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475.

20. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Addendum or any Order. A Purchasing Entity may withhold final payment under an Order until Contractor has provided the Oregon Department of Revenue with the required information.

21. Access to Records. Contractor will maintain all fiscal records relating to Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Orders in such a manner as to clearly document Contractor's performance thereunder. Upon prior written notice and limited to once per calendar year, the Purchasing Entity, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following the termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

EXHIBIT NO. 2 INSURANCE

In addition to the insurance coverage requirements set forth in the Master Agreement, Contractor shall obtain at Contractor's expense the additional insurance coverages specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the required insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY. All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Addendum including Employers' Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Addendum.

TAIL COVERAGE. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and DAS' acceptance of all Services required under this Addendum, or, (ii) The expiration of all warranty periods provided under this Addendum.

CERTIFICATE(S) AND PROOF OF INSURANCE. Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services

required under this Addendum. The Certificate(s) of Insurance must list the State of Oregon, its officers, and employees as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Addendum. If excess/umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance.

NOTICE OF CANCELLATION. Contractor or its insurer must provide at least 30 Days' written notice to DAS before cancellation of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by DAS under this Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS.

**EXHIBIT NO. 3
CONTRACTOR DATA**

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): **HD Supply Facilities
Maintenance, Ltd.**

Street address: 3400 Cumberland Boulevard S.E.

City, state, zip code: Atlanta, GA 30339

Email address: Hdsfmbids@hdsupply.com

Telephone: (800)431-3000 Fax: (800)859-8889

Contractor's taxpayer identification numbers.

Federal Tax Number: 75-2007383

Oregon Tax Number: 26-0486780

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): ☐ YES ☒ **NO**

Business Designation: (Check one box):

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input checked="" type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |

EXHIBIT NO. 4 FEDERAL PROVISIONS

To the extent that Purchasing Entity utilizes federal funds for this Addendum, and notifies Contractor in advance, Contractor shall comply with the following federal requirements, as may be applicable to the Addendum and Order. For purposes of this Addendum and Order, all references to federal laws are references to federal laws and implementing administrative rules as they are adopted and amended from time to time.

1. Equal Employment Opportunity. If this Addendum and Order, including amendments, is for more than \$10,000, then Contractor shall comply with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

2. Davis-Bacon Act.

2.1. All transactions regarding this Addendum and Order will be done in compliance with the Davis-Bacon Act (40 USC §§3141-3144, and §§3146-3148) and the requirements of 29 CFR Part 5 as may be applicable. Contractor shall comply with 40 USC §§3141-3144, and §§3146-3148 and the requirements of 29 CFR part 5 as applicable.

2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3. Additionally, Contractor shall pay wages not less than once a week.

2.4. **Oregon Prevailing Wage Laws.** Contractor shall comply with the prevailing wage rate requirements that may apply to the Addendum and Order as set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), if applicable. Contractor shall:

- 2.4.1. comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
- 2.4.2. pay to BOLI, within the required timeframe and in the appropriate amount, the Order fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Order; and
- 2.4.3. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Contractor is a "public body" and the Order is a "qualified project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Contractor shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - 2.4.4. Enter into a labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - 2.4.5. Employ apprentices to perform 15 percent of the work hours that workers in apprentice able occupations perform under the Addendum and Order, in a manner consistent with the apprentices' respective apprenticeship training programs;

- 2.4.6. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the Addendum and Order, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
- 2.4.7. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- 2.4.8. Contractor represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- 2.4.9. Pursuant to ORS 279C.817, Contractor may request that the Commissioner of BOLI make a determination about whether the Order is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

3. Copeland "Anti-Kickback" Act.

- 3.1. Contractor shall comply with 18 USC §874, 40 USC §3145, and the requirements of 29 CFR part 3 as may be applicable, which are incorporated by reference into this Addendum and Order.
- 3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal funding agency may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all such contract clauses.
- 3.3. A breach of this Section 3 may be grounds for termination of the Addendum and Order and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

4. Contract Work Hours and Safety Standards Act.

- 4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Addendum and Order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.
- 4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.
- 4.3. Withholding for unpaid wages and liquidated damages. Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Addendum and Order or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to

the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.3 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Addendum and Order provides for the performance of experimental, developmental or research work funded in whole or in part by the federal government, Purchasing Entity shall comply with the provisions of 37 CFR part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by the federal funding agency. See 2 CFR part 200, Appendix II F.

6. Clean Air, Clean Water, EPA Regulations. If this Addendum and Order, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC §§1251-1387), specifically including, but not limited to Section 508 (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to Purchasing Entity, the federal funding agency, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include, and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

6.1. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

6.2. Contractor shall include these provisions in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

7. Truth in Lobbying. By signing this Addendum and Order, Contractor certifies, to the best of Contractor's knowledge and belief that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement,

Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- 7.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- 7.4. This certification is a material representation of fact upon which reliance was placed when this Addendum and Order was made or entered into. Submission of this certification is a prerequisite for making or entering into this Addendum and Order imposed by the Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U.S. Code and 31 CFR Part 21. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 7.5. No part of any federal funds paid to Contractor under this Addendum and Order may be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
- 7.6. No part of any federal funds paid to Contractor under this Addendum and Order may be used to pay the salary or expenses of any grant recipient or contractor, or agent acting for such Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 7.7. The prohibitions in Subsections 7.5 and 7.6 of this section include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 7.8. No part of any federal funds paid to Contractor under this Addendum and Order may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation does not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 8. Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 9. Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC §6901 et.

seq.). Section 6002 of that act (codified at 42 USC §6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

10. Recycled Materials. In the performance of the Addendum and Order, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Addendum and Order performance schedule, (ii) meeting Addendum and Order performance requirements, or (iii) at a reasonable price.

11. Prohibition on certain Telecommunications and Video Surveillance Services or Equipment. Contractor certifies, following a reasonable inquiry for purposes of this representation, that Contractor does not use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, that are prohibited under Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232 (hereinafter, the NDAA), regardless of whether such use is in Contractor's performance under this Addendum and Order.

12. Buy American. Contractor shall comply with any applicable provisions of the Buy American Act (41 USC §§83-1-8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

13. Audits; Access to Records. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in this Addendum and Order and applicable state or federal law.

13.1. If Contractor expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200.

13.2. Contractor shall comply and cause its subcontractor to comply, to the extent applicable to Contractor or such subcontractor in connection with its performance of the Services under this Addendum and Order, with the applicable audit requirements and responsibilities set forth in the Subpart F of [2 CFR part 200](#) (for audits for fiscal years beginning after December 26, 2014).

14. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR part 180 and 2 CFR Part 3000, principles as defined in 2 CFR 180.995 or its affiliates, as defined in 2 CFR 180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 CFR 180.940 or disqualified as defined in 2 CFR 180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

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

15. False Statements. Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this g Addendum and Order and that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

16. General Provisions. The federal government is not a party to this Addendum and Order and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Addendum and Order. No federal funds may be used to provide grant activities in violation of 42 USC 14402.

Exhibit No. 5**Participating Agreement Environmental Specifications
Facility Maintenance, Repair and Operations (Facility MRO)****I. ENVIRONMENTAL REQUIREMENTS FOR CONTRACTOR****A. Accurate Labeling of Environmentally Preferable Products (EPPs)**

Contractor will meet standards of responsibility, including integrity (ORS 279B.110). Contractor shall certify in writing that all claims made about the environmental attributes of the products Contractor is offering are consistent with the [Federal Trade Commission's \(FTC's\) Guidelines for the Use of Environmental Marketing Terms](#). The Purchasing Entity reserves the right to require Contractor to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Purchasing Entity under this Addendum.

For the term of the Addendum, Contractor shall label the environmental attributes of all environmentally preferable products (EPPs) consistent with the Environmental Specifications below in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Purchasing Entity, Contractor shall provide documentation that each EPP has the required third-party certification(s), minimum amount of recycled content, or other environmental attributes listed in the Environmental Specifications.

Contractor shall clearly label all EPPs in its offering, including but not limited to, cleaning chemicals and hand soaps with a low-toxicity certification (e.g., Green Seal, Safer Choice or UL ECOLOGO), ENERGY STAR- or Water Sense-certified equipment, recycled-content janitorial paper and trash bag products, rechargeable batteries, climate-friendly refrigerants (and the equipment that contains them), etc. Contractor shall also clearly list all take-back and recycling services for products such as mercury-containing lamps, batteries, PV panels, etc.

Contractor shall, where feasible, maintain an online ordering catalog with a filter that enables contract users to narrow their search to Environmentally Preferred Products (EPPs).

B. EPP Sales Reports

The Participating Entity reserves the right to request, from the Contractor, quarterly sales data over the term of the Addendum. This information must include details about the environmental attributes (e.g., third-party certifications or environmental product declarations (EPDs)) of all EPPs sold under this Addendum consistent with the Environmental Specifications. To facilitate consistent reporting on this Addendum, Contractor shall submit its sales report on an annual basis at the end of each fiscal year using the Participating Entity's Green Sales Report Template.

C. Training

During the term of the Addendum, Contractor shall offer educational/marketing materials and at least one training that can be accessed by Purchasing Entities explaining its EPP labeling and reporting practices.

D. Enforcement

Contractor shall use commercially reasonable efforts to block from its ordering system any products that do not comply with the Environmental Specifications listed below or that are not in compliance with environmental laws adopted by the State of Oregon. The Participating Entity and the Purchasing Entity may consider failure to comply with the Environmental Specifications for this Addendum and any Order issued under this Addendum as well as the EPP labeling, reporting, and training requirements described above to be grounds for termination of this Addendum, or any Order issued under this Addendum.

E. Packaging

For Orders shipped from Contractor's distribution centers, Contractor shall not offer or provide any products that are packaged with polystyrene void fill such as packing "peanuts". In addition, Contractor shall not offer packaging containing intentionally added lead, cadmium, mercury, hexavalent chromium or PFAS (measured as total organic fluorine) above 100 ppm.

Contractor shall clearly and conspicuously label packaging for all non-flushable premoistened disposable wipes that are made from nonwoven sheets and designed and marketed for diapering, personal hygiene, or household hard surface cleaning purposes.

II. ENVIRONMENTAL SPECIFICATIONS

Products and services offered under this Addendum must comply with the State of Oregon's environmental, health and safety laws, regulations and executive orders, including:

- [DAS Sustainable Procurement Policy \(107-009-0040\)](#)
- [DAS Statewide Policy \(107-009-0080-PO\) and Green Chemistry Procurement Guidelines](#)
- [Executive Order 12-05](#)
- [Executive Order 17-20](#)
- [Executive Order 20-04](#)

Accordingly, if Contractor is providing products from one or more of the categories below, Contractor shall use commercially reasonable efforts to adhere to the Environmental Specifications listed below. The State of Oregon reserves the right to adopt additional environmental specifications designed to protect human health and the environment over the term of this Addendum.

For products not certified, the State prefers products that:

1. Are the least toxic product available for the given application, and
2. Are readily biodegradable, and
3. Have minimal and recyclable packaging, and
4. Effectively and efficiently clean soils and surfaces in its category.

Category #1: Janitorial Supplies and Equipment

A. Cleaning chemicals

1. *Cleaning and floor maintenance chemicals* must have at least one of the following certifications: Green Seal, US EPA Safer Choice, UL ECOLOGO, or Cradle to Cradle (Silver level or higher).

This product category includes, but is not limited to: general-purpose cleaners, floor cleaners, glass cleaners, degreasers, non-disinfecting restroom cleaners, carpet and upholstery cleaners, deodorizers, dish and laundry detergents, wood and metal polishes, floor polish and strippers, air conditioner coil cleaners, etc. It also includes onsite generators of cleaning chemicals such as aqueous ozone.

2. *Hand sanitizers* must have at least one of the following certifications: Green Seal, UL ECOLOGO or Cradle to Cradle (Silver level or higher). This product category includes liquids, gels, and wipes.

In addition, the product must contain at least 60% ethanol per the Centers for Disease Control (CDC) guidance, may not contain any active ingredients other than ethyl alcohol or isopropyl alcohol, and must not be on the US Food and Drug Administration's (FDA's) *Hand Sanitizer Do-Not-Use List* which may be viewed at:

<https://www.fda.gov/drugs/drug-safety-and-availability/fda-updates-hand-sanitizers-consumers-should-not-use>. This list includes products that are dangerous because they are found or likely to be contaminated with methanol or 1-propanol or that are packaged in food or drink containers.

3. *Hand soaps, body washes, and hair shampoos* must have at least one of the following certifications: Green Seal, US EPA Safer Choice, UL ECOLOGO or Cradle to Cradle (Silver level or higher).
4. *Keyboard cleaners* must be EITHER mechanical or a chemical formulation that is free of chlorinated compounds and hydrofluorocarbons (HFCs). Air dusters containing HFC-134a: 1,1,1,2-Tetrafluoroethane or HFC-152a: 1,1-Difluoroethane, which are aerosol propellants that contain HFCs, due to their high global warming potential. Air dusters containing HFC-152a (1,1,1,2-Tetrafluoroethane) are also prohibited because it is considered PFAS.
5. *Surface disinfectants and sanitizers* must be US EPA-registered and EITHER contain only the following active ingredients: Citric acid, Ethanol, Hydrogen peroxide, Isopropanol, Lactic acid, Octanoic acid (Caprylic acid), or Thymol OR be certified by either Green Seal or EPA's Design for Environment Program.

- B. Janitorial Paper Products must EITHER have one of the following third-party certifications: Green Seal, UL ECOLOGO or Forest Stewardship Council (FSC); OR comply with the applicable US Environmental Protection Agency (EPA) *Comprehensive Procurement Guideline* (CPG), including:

- *Paper Towels and Industrial Wipers*: 40% post-consumer recycled content (PCRC)
- *Toilet Tissue and Toilet Seat Covers*: 20% PCRC
- *Facial Tissue*: 10% PCRC

- *Paper Napkins: 30% PCRC*

Chlorine Free: All paper products offered shall be Processed Chlorine-Free (PCF) or Totally Chlorine-Free (TCF). Processed Chlorine-Free (PCF) means all recycled fibers that have not been re-bleached with chlorine-containing compounds. In the case of paper containing any virgin fiber, “PCF” means fiber that is totally free of chlorine.

C. Waste, Recycling and Trash Supplies

1. *Organic waste bags* must have (and be labeled with) at least one of the following compostability certifications: Biodegradable Products Institute (BPI) or Vincotte OK Compost (Industrial or Home) or another compostability certification approved by the State of Oregon. This includes bags that are made of bioplastic or paper lined with bioplastic.
2. *Paper bags* must be unlined and EITHER:
 - Have at least 20% post-consumer recycled content (PCRC), which complies with the US Environmental Protection Agency’s (EPA’s) *Comprehensive Procurement Guideline (CPG) for Paper Bags*;
 - Have 100% total recycled content; or
 - Be certified by the Forest Stewardship Council (FSC).
3. *Plastic trash can liners* must contain at least 10% post-consumer recycled content (PCRC) which complies with the [US Environmental Protection Agency’s \(EPA’s\) Comprehensive Procurement Guideline \(CPG\) for Plastic Trash Bags](#). In addition, the product may not contain any intentionally added antimicrobial ingredients, chlorinated compounds such as vinyl (PVC), fragrances, or PFAS (e.g., polytetrafluoroethylene (PTFE) and may not be labeled “oxo-degradable” or “oxo-biodegradable”.

It is also desirable for the product to have at least one of the following third-party certifications:

- Green Seal (multi-attribute environmental certification)
 - UL ECOLOGO (multi-attribute environmental certification)
 - Scientific Certification Systems (SCS) (recycled-content certification)
 - OR another environmental certification approved by the State of Oregon over the life of the contract.
4. *Waste receptacles and recycling containers* must comply with the applicable US EPA [Comprehensive Procurement Guidelines \(CPGs\) for Office Recycling Containers and Waste Receptacles](#) for this category, which means it contains at least:
 - 20% post-consumer recycled content plastic;
 - 25% post-consumer recycled-content corrugated cardboard; or
 - 100% steel;

OR contain at least 50% total recycled content (plastic or corrugated cardboard);

OR contain corrugated cardboard or wood that is certified by the Forest Stewardship Council (FSC).

In addition, the product must be free of vinyl (PVC) and fiberglass.

D. Janitorial Supplies

- a. *Cleaning cloths* must be reusable and made of EITHER microfiber, reused material or recycled-content fabric with at least 10% post-consumer recycled content. In addition, they may not contain antimicrobial ingredients, fragrances, cleaning chemicals, or other chemical treatments.
- b. *Floor pads used with powered janitorial equipment* must EITHER contain at least 30% post-consumer recycled content (PCRC) OR be certified by Green Seal.
- c. *Gloves (including disposable and reusable products)* must be free of PVC (vinyl) and latex. Gloves that are labeled compostable must be certified by the Biodegradable Products Institute (BPI), Vincotte OK Compost (Industrial or Home), or another compostability certification approved by the State of Oregon.
- d. *Entryway, anti-fatigue and safety floor mats* must be PVC-free AND:
 - i. Contain at least 30% post-consumer or 50% total recycled content (e.g., rubber or PET); OR
 - ii. Be 100% biobased (e.g., coir)
- e. *Mops, mop heads and dusters* must be reusable and EITHER contain microfiber or be certified by Green Seal. In addition, the product may not contain vinyl (PVC), antimicrobial ingredients, fragrances, PFAS or cleaning chemicals (e.g., dust mop treatments).
- f. *Sorbents and other dust-control products*, including but not limited to loose and granular formulations as well as pads, socks, and booms, must meet one of the following criteria:
 - i. Contain at least 89% total recycled content (which complies with the US EPA's Comprehensive Procurement Guideline (CPG) for this product category);
 - ii. Contain at least 30% post-consumer recycled content; OR
 - iii. Have one of the following third-party certifications: Cradle to Cradle (Silver or higher), Green Seal, UL ECOLOGO, US EPA's Safer Choice or USDA Certified Biobased.
- g. In addition, *sorbents and other dust-control products* may not contain any chemicals [2019 Base List for DEQ Priority Toxics](#), which are known to cause cancer, birth defects or other reproductive harm.
- h. *Sponges and scrubbers* must be made of 100% cellulose and/or other plant-based fiber OR at least 20% post-consumer recycled material. In addition, the product may not contain antimicrobial ingredients, fragrances, cleaning chemicals, or other

chemical treatments.

E. Powered Janitorial Equipment

1. *Vacuum cleaners, carpet extractors, and deep cleaning equipment* must be certified by the Carpet and Rug Institute (CRI) under its Seal of Approval Program.

A list of CRI-certified vacuum cleaners can be accessed at: <https://carpet-rug.org/testing/seal-of-approval-program/certified-vacuums>.

A list of CRI-certified carpet extractors can be accessed at <https://carpetrug.org/testing/seal-of-approval-program/certified-deep-cleaning-extractors>.

A list of CRI-certified deep cleaning equipment can be accessed at <https://carpet-rug.org/testing/seal-of-approval-program/certified-deep-cleaning-extractors/>.

2. *Powered floor maintenance equipment (e.g., burnishers and polishers)* must be electric-powered AND are equipped with controls or other devices for capturing and collecting particulates.
3. *Hand dryers* must meet all of the following criteria:
 - a. UL or ETL listed
 - b. RoHS-compliant
 - c. Energy consumption does not exceed 1500 watts
 - d. Operate at a sound level of less than 80 dBA (decibels)

In addition, the Contractor must offer – and clearly label – at least one hand dryer product that is ADA-compliant.

Category #2: Plumbing Equipment- Not available under this PA.

Category #3: Power Sources- Not available under this PA.

Category #4: Landscaping and Other Outdoor Products- Not available under this PA.

Category #5: Lighting Equipment- Not available under this PA.

Category #6: Paint and Related Supplies- Not available under this PA.